

Mayor Elise Partin	Mayor Pro-Tem James E. Jenkins	Council Members Tara S. Almond Phil Carter Eva Corley	City Manager Rebecca Vance	Asst. City Manager Shaun M. Greenwood
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**City of Cayce
Public Hearing and Regular Council Meeting
Tuesday, November 7, 2017
6:00 p.m. – Cayce City Hall – 1800 12th Street
www.caycesc.gov**

PUBLIC HEARING – NOTICE OF PUBLIC HEARING ON PROPOSED CHANGES TO THE APPROVED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CAYCE AND LEXINGTON SCHOOL DISTRICT TWO TO ALLOW FOR AN INDOOR SPORTS ARENA ON THE BROOKLAND-CAYCE HIGH SCHOOL PROPERTY

- I. Opening Statement
- II. Public Testimony
- III. Close Hearing

REGULAR COUNCIL MEETING

I. Call to Order

- A. Invocation and Pledge of Allegiance
- B. Approval of Minutes
October 3, 2017 Regular Meeting

II. Public Comment Regarding Items on the Agenda

III. Presentations

- A. Introduction of Miss Teen Cayce, Miss Savannah Furtick

IV. Proclamations

- A. Approval of Proclamation – Arbor Day

V. Ordinances

- A. Discussion and Approval of Ordinance 2017-10 Amending the City’s Flood Damage Prevention Ordinance (Section 6.9-1 of the City Zoning Ordinance) - Second Reading
- B. Discussion and Approval of 2017-11 Amending Article 2 and Sections 5.6, 5.6-2, 5.6-3, and 9.8 of the City Zoning Ordinance Relating to Carports, Accessory Buildings, and Storage of Campers, Recreational Vehicles and Boats in Residential Districts – Second Reading
- C. Discussion and Approval of Ordinance 2017-12 Amending PDD Plan for

Property with Existing Zoning Classification of PDD-MU, Planned Development District, Mixed Use – Second Reading

- D. Discussion and Approval of Ordinance 2017-13 Amending the Development Agreement with Lexington County School District Two for Land Use Development of Brookland Cayce High School – First Reading
- E. Discussion and Approval of Ordinance 2017-14 Repealing the Temporary Moratorium on Special Exceptions under Zoning Ordinance Section 9.8 for Parking and Storage of Campers, Recreational Vehicles or Boats in Front or Side Yards in Residential Districts – First Reading

VI. City Manager's Report

VII. Committee Matters

- A. Approval to enter the following approved Committee Minutes into the City's Record
 - Museum Commission – September 6, 2017
 - Events Committee – September 14, 2017
 - Planning Commission – September 18, 2017
- B. Appointments and Reappointments
 - Cayce Housing Authority – One (1) Position
 - Events Committee – One (1) Position

VIII. Council Comments

IX. Executive Session

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege

X. Reconvene

XI. Possible Actions by Council in follow up to Executive Session

XII. Adjourn

SPECIAL NOTE: Upon request, the City of Cayce will provide this document in whatever form necessary for the physically challenged or impaired.

**NOTICE OF PUBLIC HEARING ON
PROPOSED CHANGES TO THE APPROVED DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF CAYCE AND LEXINGTON SCHOOL DISTRICT 2 TO ALLOW FOR AN
INDOOR SPORTS ARENA ON THE BROOKLAND-CAYCE HIGH SCHOOL PROPERTY**

Notice is hereby given that members of Council of the City of Cayce will hold a Public Hearing for the purpose of obtaining public comment on the proposed changes to the previously approved development agreement between the City of Cayce and Lexington School District 2 to allow for an indoor sports arena on the Brookland-Cayce High School property located on tax map numbers 004649-02-003 and 004649-01-011 on Knox Abbott Drive and 1300 State Street.

Date: November 7, 2017
Time: 6:00PM
Location: City of Cayce City Hall
1800 12th Street
Cayce, SC

The general public and other interested parties are encouraged to attend this public hearing. Questions regarding this matter and/or review of documents relating to this matter are available for public inspection in the City Manager's Office, City of Cayce.

First reading and vote by the Council on the proposed fee will be held immediately following the Public Hearing.

Mayor Elise Partin	Mayor Pro-Tem James E. Jenkins	Council Members Tara S. Almond Phil Carter Eva Corley	City Manager Rebecca Vance	Asst. City Manager Shaun M. Greenwood
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CITY OF CAYCE
Regular Council Meeting
October 3, 2017

The October Regular Council Meeting was held this evening at 6:00 p.m. in Council Chambers. Those present included Mayor Elise Partin, Mayor Pro Tem James Jenkins and Council Members Tara Almond and Phil Carter. Council Member Eva Corley was absent due to being out of the state. City Manager Rebecca Vance, Assistant City Manager Shaun Greenwood, Municipal Clerk Mendy Corder, Municipal Treasurer Garry Huddle, City Attorney Danny Crowe, Director of Public Safety Byron Snellgrove and Director of Planning and Development Carroll Williamson were also in attendance.

Mayor Partin asked if members of the press and the public were duly notified of the Council Meeting in accordance with the FOIA. Ms. Corder confirmed they were notified.

Call to Order

Mayor Partin called the meeting to order. Council Member Carter gave the invocation. Mayor Partin led the assembly in the Pledge of Allegiance.

Approval of Minutes

Council Member Jenkins made a motion to approve the September 5, 2017 Regular Council Meeting minutes and the September 20, 2017 Special Council Meeting minutes as written. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

Public Comment Regarding Items on the Agenda

No one signed up for Public Comment.

Presentations

A. Presentation of Whole Sole Award

Mayor Partin stated that in July 2017 the City's Fire Department personnel, Cpl. Thomas Brown, Fire Fighter Brad Smith and MPSO Jamie Summers, were dispatched for a first responder call to assist EMS with a cardiac arrest. Upon arrival a 51 year old male was found with no pulse and not breathing. Fire Department personnel immediately initiated cardiopulmonary resuscitation

(CPR) on the patient while Lexington County EMS administered medications and placed a defibrillator on the patient. City Fire personnel performed CPR on the patient for approximately 12 minutes, with the patient still not having a pulse and not breathing. During this 12 minute period, the patient was "shocked" three times with a defibrillator. The patient finally had a return of spontaneous breathing and was then loaded into the ambulance and transported to Lexington Medical Center. MPSO Summers drove the ambulance while the EMS crew continued patient care.

Mayor Partin stated that Cpl. Thomas Brown wrote in the Whole Sole Award nomination that this was a great example of the City's Fire personnel going above and beyond the call of duty, while assisting EMS with first responder medical calls, to save a citizen's life. These staff members showed vigilance and persistence in doing their duties, and relied on their training to have a positive outcome. This is one of the rare occasions that a patient was revived and brought back to life after an extended time of being apneic and without a pulse.

B. Presentation of Life Safety Award

Chief Snellgrove introduced Mr. Tony Aull who was the cardiac arrest patient whose life was saved. Chief Snellgrove and Mr. Aull presented Cpl. Thomas Brown, Fire Fighter Brad Smith and MPSO Jamie Summers with the Life Safety Award from the Police Chief's Association.

C. Presentation of Meritorious Award

Chief Snellgrove stated that in September 2017 Cayce Public Safety Officers were dispatched for a possible suicide attempt. Chief Snellgrove read a letter from the troubled man's mother that she wrote regarding the officers who responded to the call. She wrote that Officer Vincent Silano was the first Officer to arrive. She stated that from the moment he arrived, he was professional yet compassionate. Officer Brian Lilly arrived shortly after and before the situation came to a close, there were approximately five Cayce Public Safety Officers who responded. She wrote that Officer Silano immediately took charge (even of the smallest of details). He made phone calls on the family's behalf and kept them involved every step of the way.

Officer Silano was due to be off duty at 7:00am however he never left the family. When the son was stopped and detained, Officer Silano gave the family the location before heading there himself. When the parents arrived Officer Lilly approached them and said if they were there to support the situation, they were welcome but if they were angry (some people react differently) it would be best if they kept their distance. The parents assured Officer Lilly they were only there to support

the best outcome. He escorted them to the area where their son was located. Officer Silano was already there speaking with their son who was a Marine as was Officer Silano. She wrote that her son needed to be taken by ambulance to the hospital. Again, Officer Silano stepped in. He asked if her son would like him to accompany him to the hospital. Keep in mind this is several hours after his shift ended. As the ambulance pulled off, Officer Lilly said they could park their son's car in a parking space or drive it home. She wrote that Officer Lilly didn't want them to have to pay for it to be towed. She wrote that it may seem very insignificant however, facing all that they were going through, it was one of the kindest gestures.

The mother wrote that every officer involved treated her entire family with respect. She stated that she and her husband went to the hospital and sat in the waiting area. Officer Silano came out and gave them an update on their son. He stayed long after necessary just to ensure their peace of mind as well as their son's. She wrote that she has since reached out to Officer Silano because she needed some answers and thought he might be able to provide answers to her questions. She stated that Officer Silano answered her honestly and with kindness and compassion. She stated that his answers gave her insight as to the future of her son's United States Marine Corps career and the issues they would possibly be facing. She wrote that she would never be able to express her gratitude to the officers that she and her husband met that day. Their life has forever been changed. She wrote that she hoped that both officers would receive recognition for not only doing their jobs but for going so much further. That day could have ended so differently. She stated that their kindness could never be repaid.

D. Presentation of City of Cayce Draft Strategic Plan

Ms. Vance stated that staff took all the items that were discussed at the Council Strategic Planning Session and created a strategic priority and objective for each of them and added measurables and action items for each. She asked Council to review them over the next few weeks and let her know if they had any questions. Ms. Vance stated that she would like Council to approve the items by Resolution at the November or December Council Meeting. She stated that the goal is to review them every year to see what has been accomplished and what still needs to be completed. Also some priorities may need to be changed or a different action item will have to be assigned to it if the current one is not achieving the goal.

Ms. Vance stated that she did need guidance from Council for the Strategic Priority for the Economy section. She stated that Objective 5 under "Economy" is to systematically expand city boundaries via controlled growth and absorption of urban fringe and enclaves. She stated that the measureables currently read Measurable 2:

Grow city boundaries by X% annually; and Measurable 3: Annex X enclaves annually. Each needs a number assigned to it.

Ms. Vance reminded Council that the Strategic Plan is a list of goals, some of which may not be achieved. She stated that the processes and programs that staff implement in the future will work towards these goals.

Ordinances

A. Discussion and Approval of Ordinance 2017-10 Amending the City's Flood Damage Prevention Ordinance (Section 6.9-1 of the City Zoning Ordinance) – First Reading

Ms. Vance stated that on June 21, 2017, the Federal Emergency Management Association (FEMA) sent a preliminary Flood Insurance Study (FIS) and a Flood Insurance Rate Map (FIRM) for the portion of the City of Cayce that is in Richland County. The FIS and FIRM will go into effect on December 21, 2017. South Carolina Department of Natural Resources (SCDNR) reviewed the City's current flood Ordinance and identified additional changes that are required to be made in order to be compliant with the National Flood Insurance Program (NFIP).

Ms. Vance stated that the updates are not intended to affect current floodplain management regulations, but are solely language changes to ensure compliance with FEMA regulations. She stated that the Planning Commission met on September 18, 2017, to hear Public Comment about the suggested changes. No members of the public were present at the meeting. The Planning Commission voted unanimously to recommend the amendment.

Council Member Jenkins made a motion to approve Ordinance 2017-10 on first reading. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

B. Discussion and Approval of 2017-11 Amending Article 2 and Sections 5.6, 5.6-2, 5.6-3, and 9.8 of the City Zoning Ordinance Relating to Carports, Accessory Buildings, and Storage of Campers, Recreational Vehicles and Boats in Residential Districts – First Reading

Ms. Vance stated that staff received a number of complaints relating to the Ordinances that address carports, accessory buildings, and storage of campers, recreational vehicles and boats in residential districts. This issue was discussed at the Strategic Planning Session and Council made several recommendations that are reflected in Ordinance 2017-11. The Planning Commission met on September 18,

2017, to hear Public Comment about the suggested changes. No members of the public were present at the meeting. The Planning Commission voted unanimously to recommend the amendment.

Ms. Vance stated that once first reading of the Ordinance passes the moratorium on the Ordinances will be rescinded at the second reading. She stated that there will no longer be a special exception allowing boats and campers in front yards. Council Member Almond made a motion to approve the Ordinance on first reading. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

C. Discussion and Approval of Ordinance 2017-12 Amending PDD Plan for Property with Existing Zoning Classifications of PDD-MU, Planned Development District, Mixed Use – First Reading

Ms. Vance stated that the applicant, Mr. Charles Thompson, represents the owners of The Brickworks subdivision, and requested an amendment to add a residential use to parcel A-2 (TMS# 004648-03-033), which currently permits only commercial uses. Additional changes and details have been added to all of the parcels that are in keeping with the purpose of the current PDD plan.

Mr. Williamson stated that the Planning Commission met on September 18, 2017, to hear Public Comment about the suggested changes. Mr. Thompson and his attorney Mr. Stuart Lee were present to explain their request. No other members of the public were present at the meeting. The Planning Commission voted unanimously to recommend the amendment. Mr. Williamson reviewed the proposed changes to each parcel.

Council Member Almond made a motion to approve the Ordinance amending the PDD plan for The Brickworks. Council Member Carter seconded the motion. Council Member Almond stated that she would have liked to have seen some commercial aspect to parcel A2 but she realized the need to get something built on the property. She stated that she hoped the residential component of A2 will spur further development.

Council Member Carter asked if there was wording in the Ordinance that dictates the location of the buildings on A2. He stated that he likes that the Tremont Apartments parking is on the back of the property and not visible from Knox Abbott Drive. Mr. Williamson stated that there are not any setbacks so they are not required to be off the property line. He stated that he thinks the intent is to build close to the road but parking is allowed next to the road. He stated that there is language in the Ordinance that requires buffers up against parking to provide a screen.

Ms. Vance stated that the rest of Knox Abbott Drive is in an overlay district which has a maximum setback that requires that the buildings be built closer to the road. She stated that The Brickworks is a development and the developers want the center of the property to be green space. She stated that the buildings will front on a street but will most likely be an internal street, not Knox Abbott Drive. Ms. Vance stated that however whatever commercial business locates there will want to be seen from Knox Abbott Drive for marketing purposes.

Council Member Jenkins asked if there was any wording in the Ordinance to prevent the developers from amending the Ordinance again in the future. Ms. Vance stated that they can apply to amend it but Council does not have to approve it. The question was called and the motion passed three to one with Council Members Almond and Jenkins and Mayor Partin voting yes and Council Member Carter voting no.

Other

A. Discussion and Approval of Bid Award for Knuckle Boom Trash Loader Truck

Ms. Vance stated the FY 2017-2018 budget included an appropriation for a capital lease-purchase of a new Knuckleboom loader truck for the Sanitation Department to replace vehicle #1062, a 2000 Mack/Knuckleboom loader truck. A "Request for Bids" was prepared along with specifications and sent to various equipment dealers who sell this type of equipment. Sealed bids were received and publicly opened September 13, 2017. She stated that the Garage and Sanitation staff reviewed each bid and compared it to the specifications. Multiple quotes were received from the vendors depending on the body and chassis types. Ms. Vance stated that staff recommends that the bid be awarded to Excel Truck Group who had the lowest bid of \$145,955 for the 2018 Freightliner/Petersen TL-3 body. She stated that Mr. Thomas White, the Manager of Sanitation, was in attendance to answer any questions Council may have.

Council Member Jenkins asked Mr. White if the lowest bid was exactly what was needed. He stated that the lowest bid is not always the best purchase. Mr. White stated that the transmission and the motor of the lowest bid met the specifications and is what staff was hoping to get.

Council Member Carter made a motion to accept the lowest bid. Council Member Almond seconded the motion which was unanimously approved by roll call vote.

City Manager's Report

Ms. Vance stated that the City is accepting applications for grant funding from the Hospitality Tax Fund. The Hospitality Tax grant application deadline is November 17, 2017 and grant awards will be announced in January 2018. She stated that nonprofit organizations planning events open to the public that will bring tourism to the City of Cayce are invited to apply. She stated that the Public Safety Foundation Golf Tournament is Friday, October 20. She stated that anyone is welcome to sponsor a team or a hole. She stated that the contractors hope to finish the repairs on the Riverwalk Phase 2 by the end of the year. She stated that the heavy rains and winds from recent storms have damaged portions of the Riverwalk that had already been repaired.

Committee Matters

- A. Approval to Enter the Following Approved Committee Minutes into the City's Record

Council Member Almond made a motion to approve entering the following Committee minutes into the City's official record:

Planning Commission – June 19, 2017
Cayce Housing Authority – April 11, 2017
Cayce Housing Authority – June 20, 2017
Events Committee – July 13, 2017

Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

Council Comments

There were no Council comments.

Executive Session

- A. Receipt of legal advice relating to claims and potential claims by and against the City and other matters covered by the attorney-client privilege
- B. Discussion of negotiations incident to proposed contractual arrangements relating to the City's Tax Increment Finance District
- C. Discussion of negotiations incident to proposed contractual arrangements between the City of Cayce and Lexington School District Two

- D. Discussion of proposed Amendment to Settlement Agreement with Farm Bureau
- E. Discussion of negotiations incident to proposed contractual arrangements relating to an agreement with SCE&G for relocation services and other work in progress

Council Member Almond made a motion to move into Executive Session. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

Reconvene

After the Executive Session was concluded, Council Member Almond made a motion to reconvene the Regular meeting. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote. Mayor Partin announced that no vote was taken in Executive Session other than to adjourn and resume the Regular meeting.

Possible Actions by Council in follow up to Executive Session

D.

Council Member Almond made a motion to approve the settlement agreement with Farm Bureau when it is in its final form that is satisfactory to the City Manager and the City Attorney and authorize the Mayor to sign it. Council Member Jenkins seconded the motion which was unanimously approved by roll call vote.

Mayor Partin stated that Council wished Mr. Greenwood well in his new endeavors and thanked him for all that he did for the City and staff.

Adjourn

There being no further business, Council Member Almond made a motion to adjourn the meeting. Council Member Carter seconded the motion which was unanimously approved by roll call vote. The meeting adjourned at 7:13 p.m.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

Miss Savannah Furtick and was born and raised in the Gaston/Swansea area. She is 16 years old and a junior at Swansea High School. She is the daughter of Tommy and Cindy Furtick.

Savannah is currently involved in several school clubs and activities such as Beta club, Student Council, FFA, and peer tutoring for their Special Education program. With winning the title of Teen Miss Cayce, Savannah is working on her platform of the Crohn's and Colitis Foundation. She hopes to not only help her work towards her next title, but to also change the community and touch many people's lives who have dealt with this same disease.

Savannah looks forward to representing Cayce in July at Little Miss Teen South Carolina!



Mayor Elise Partin	Mayor Pro-Tem James E. Jenkins	Council Members Tara S. Almond Phil Carter Eva Corley	City Manager Rebecca Vance	Asst. City Manager Shaun M. Greenwood
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PROCLAMATION

WHEREAS, the State of South Carolina has observed the first Friday in December as Arbor Day, and has done so since 1937; and

WHEREAS, trees are essential to the quality of life in the City of Cayce in that they purify the air, reduce soil erosion, conserve water and energy, improve recreational areas, and provide habitat to wildlife; and

WHEREAS, trees make our communities more livable; fostering economic vitality of business areas, and helping sustain the value of our homes; and

WHEREAS, the City of Cayce calls upon on all residents to support and observe Arbor Day 2017 by planting trees.

NOW, THEREFORE, I, Elise Partin, Mayor of the City of Cayce, South Carolina, along with fellow members of the Cayce City Council, do hereby proclaim December 1, 2017 as **ARBOR DAY** in the City of Cayce, South Carolina and hereby commemorate this day with the planting of a new tree on the grounds of the Cayce Historical Museum.

In witness thereof, I have hereunto set my hand this 7th day of November, 2017.

Elise Partin, Mayor

ATTEST:

Mendy Corder, Municipal Clerk

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Carroll Williamson, Planning and Development Director

Date: November 1, 2017

Subject: Second Reading of an Ordinance amending Section 6.9-1("Flood Damage Prevention Ordinance") of the City of Cayce Zoning Ordinance.

ISSUE

Council approval is needed for the Second Reading of an Ordinance amending Section 6.9-1("Flood Damage Prevention Ordinance") to include deletion of the current Section 6.9-1("Flood Damage Prevention Ordinance") and adoption of a new Section 6.9-1("Flood Damage Prevention Ordinance").

BACKGROUND/DISCUSSION

On June 21, 2017, the Federal Emergency Management Association (FEMA) sent a preliminary Flood Insurance Study (FIS) and a Flood Insurance Rate Map (FIRM) for the portion of the City of Cayce that is in Richland County. The FIS and FIRM will go into effect on December 21, 2017. South Carolina Department of Natural Resources (SCDNR) reviewed our current flood Ordinance and identified additional changes that are required to be made in order to be compliant with the National Flood Insurance Program (NFIP). The updates are not intended to affect current floodplain management regulations, but are solely language changes to ensure compliance with FEMA regulations. A summary of the updates is attached for your consideration. A copy of the redline version of the changes will be available at the meeting.

The Planning Commission met on September 18, 2017, to hear Public Comment about the suggested changes. No members of the public were present at the meeting. The Planning Commission voted unanimously to recommend the amendment.

RECOMMENDATION

The Planning Commission recommends Council approve Second Reading of an Ordinance amending Section 6.9-1("Flood Damage Prevention Ordinance") of the Zoning Ordinance of the City of Cayce.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
CITY OF CAYCE)

ORDINANCE 2017-10
Amending the City's Flood Damage
Prevention Ordinance (Section 6.9-1 of the
City Zoning Ordinance)

WHEREAS, the Council has determined that it is in the interest of the City and the public, and the health, peace, safety and order of the City, to amend its current Flood Damage Prevention Ordinance, which is a part of the City Zoning Ordinance, so as to revise certain provisions at the request of the State Department of Natural Resources and so as to make other indicated changes,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, as follows:

The City's Flood Damage Prevention Ordinance, also designated as Section 6.9-1 of the City Zoning Ordinance, is hereby amended to read as attached.

This Ordinance shall be effective from the date of second and final reading.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____, 2017.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____

Second reading and adoption: _____

Approved as to form: _____
Danny C. Crowe, City Attorney

Section 6.9-1 Flood Damage Prevention Ordinance

Flood Damage Prevention Ordinance

City of Cayce, South Carolina

ARTICLE I. GENERAL Standards

- Section A Statutory Authorization.
- Section B Findings of Fact
- Section C Statement of Purpose and Objectives.
- Section D Lands to Which this Ordinance Applies.
- Section E Establishment of Development Permit.
- Section F Compliance.
- Section G Interpretation
- Section H Partial Invalidity and Severability
- Section I Warning and Disclaimer of Liability.
- Section J Penalties for Violation.

ARTICLE II. DEFINITIONS

- Section A General.

ARTICLE III. ADMINISTRATION

- Section A Designation of Local Administrator.
- Section B Adoption of Letter of Map Revisions
- Section C Designation of Party Responsible for Biennial Report
- Section D Development Permit and Certification Requirements.
- Section E Duties and Responsibilities of the Local Administrator.
- Section F Administrative Procedures.

ARTICLE IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

- Section A General Standards.
- Section B Specific Standards.
 - 1 - Residential Construction
 - 2 - Non-Residential Construction
 - 3 - Manufactured Homes
 - 4 - Elevated Buildings
 - 5 - Floodways
 - 6 - Recreational Vehicles
 - 7 - Map Maintenance Activities
 - 8 - Accessory Structure
 - 9 - Swimming Pool Utility Equipment Rooms
 - 10 - Elevators
 - 11 - Fill
 - 12 - Standards for Subdivision Proposals
- Section C Standards for Streams without Base Flood Elevations and

- Section D Floodways
Standards for Streams With Base Flood Elevations
Without Floodways.
- Section E Standards for Areas of Shallow Flooding (AO Zones)

ARTICLE V. VARIANCE PROCEDURES

- Section A Establishment of Appeal Board.
- Section B Right to Appeal.
- Section C Historic Structures.
- Section D Agricultural Structures
- Section E Considerations.
- Section F Findings.
- Section G Floodways.
- Section H Conditions.

ARTICLE VI. LEGAL STATUS PROVISIONS

- Section A Effect on Rights & Liabilities under the Existing Ordinance
- Section B Effect upon Outstanding Building Permits
- Section C Effective Date.
- Section D Adoption Certification.

Article I. General Standards

A. Statutory Authorization.

Municipality: The Legislature of the State of South Carolina has in SC Code of Laws, Title 5, Chapters 7, 23, and 25 (Articles 5 and 7) and Title 6, Chapter 7, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council) of the City of Cayce, South Carolina does ordain as follows:

B. Findings of Fact The Special Flood Hazard Areas of the City of Cayce are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

C. Statement of Purpose and Objectives. It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this

ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

D. Lands to Which this Ordinance Applies. This ordinance shall apply to all areas of special flood hazard within the jurisdiction of the City of Cayce as identified by the Federal Emergency Management Agency in its Flood Insurance Study, dated Feb 20, 2002 and December 21, 2017, with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance. Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency in its Flood Insurance Study for the unincorporated areas of Lexington & Richland Counties, with accompanying map and other data are adopted by reference and declared part of this ordinance.

E. Establishment of Development Permit. A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.

F. Compliance. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

G. Interpretation In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

H. Partial Invalidity and Severability If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

I. Warning and Disclaimer of Liability. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based

on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Cayce or by any officer or employee thereof for any food damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

J. Penalties for Violation. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Cayce from taking such other lawful action as is necessary to prevent or remedy any violation.

Article II. DEFINITIONS

A. General. Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

1. Accessory Structure - structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.
2. Addition (to an existing building) - an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.
3. Agricultural structure - a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from the provisions of this ordinance.

4. Appeal - a request for a review of the local administrator's interpretation of any provision of this ordinance.
5. Area of shallow flooding - a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.
6. Area of special flood hazard - the land in the floodplain within a community subject to a one percent or greater chance of being equaled or exceeded in any given year.
7. Base flood - the flood having a one percent chance of being equaled or exceeded in any given year.
8. Basement - means any enclosed area of a building that is below grade on all sides.
9. Building - any structure built for support, shelter, or enclosure for any occupancy or storage.
10. Coastal High Hazard Area - an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to velocity wave action from storms or seismic sources.
11. Critical Development – Development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.
12. Development - any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
13. Elevated building - a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.
14. Executive Order 11988 (Floodplain Management) - Issued by

President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

15. Existing construction - means, for the purposes of determining rates, structures for which the start of construction commenced before May 1, 1980, the initial FIRM date.
16. Existing manufactured home park or manufactured home subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before April 7, 1980.
17. Expansion to an existing manufactured home park or subdivision - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).
18. Flood - a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.
19. Flood Hazard Boundary Map (FHBM) - an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as Zone A.
20. Flood Insurance Rate Map (FIRM) - an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.
21. Flood Insurance Study - the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.
22. Flood-resistant material - any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not

resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2-93, *Flood-Resistant Materials for Buildings Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program*, document number FIA-TB-2, dated 4/93, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

23. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
24. Freeboard - a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.
25. Functionally dependent facility - a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.
26. Highest Adjacent Grade - the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.
27. Historic Structure - any structure that is: (a) listed individually in the (a) National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d)

individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories MAY NOT be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

28. Increased Cost of Compliance (ICC) – applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.
29. Limited storage - an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Article IV.A.4 of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of Article IV.F of this ordinance.
30. Lowest Adjacent Grade (LAG) - is an elevation of the lowest ground surface that touches any of the exterior walls of a building or proposed building walls.
31. Lowest Floor - the lowest floor of the lowest enclosed area. Any unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of other provisions of this ordinance.
32. Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be

used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

33. Manufactured Home Park or subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
34. Mean Sea Level - the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD).
35. National Geodetic Vertical Datum (NGVD) - as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.
36. North American Vertical Datum (NAVD) - datum point established at Pointe-au-Père on the St. Lawrence River, Quebec Province, Canada, based on the mass or density of the earth. The datum listed as the reference datum on Flood Insurance Rate Maps should be used for Elevation Certificate and floodproofing certificate completion.
37. New construction - structure for which the start of construction commenced after April 7, 1980. The term also includes any subsequent improvements to such structure.
38. New manufactured home park or subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or April 7, 1980.
39. Primary Frontal Dune - a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.
40. Recreational vehicle - a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

41. Repetitive Loss – a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.
42. Section 1316 of the National Flood insurance Act of 1968 - The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.
43. Start of construction - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.
44. Structure - a walled and roofed building, a manufactured home, including a gas or liquid storage tank, or other man-made facility or infrastructure that is principally above ground.
45. Substantial damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement".

46. Substantial improvement - any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
- a) any project of improvement to a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include American with Disabilities Act compliance standards); or,
 - b) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
 - c) Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.
47. Substantially improved existing manufactured home park or subdivision - where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.
48. Variance - is a grant of relief from a term or terms of this ordinance.
49. Violation – the failure of a structure or other development to be fully compliant with these regulations.

Article III. ADMINISTRATION

A. Designation of Local Administrator. The Planning Director or designee is hereby appointed to administer and implement the provisions of this ordinance.

B. Adoption of Letter of Map Revisions (LOMR) – Adopt all LOMRs that are issued in the areas identified in Article I Section D of this ordinance.

C. Development Permit and Certification Requirements.

- a. Development Permit: Application for a development permit shall be made to the local administrator on forms furnished by him or her prior to any development activities. The development permit may include,

but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

- a) A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either the Duties and Responsibilities of the Local Administrators of Article III.D.11 or the Standards for Subdivision Proposals of Article IV.B.12 and the Standards for streams without Estimated Base Flood Elevations and/or Floodways of Article IV.C. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either the duties or responsibilities of the local administrators of Article III.D.11 or the standards for subdivision proposals of Article IV.B.12 and the standards for streams without estimated base flood elevations and/or floodways of Article IV.C.
- b) Where base flood elevation data is provided as set forth in Article I.D or the duties and responsibilities of the local administrators of Article III.D.11 the application for a development permit within the flood hazard area shall show:
 - i. the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
 - ii. if the structure will be floodproofed in accordance with the Non-Residential Construction requirements of Article IV.B.2 the elevation (in relation to mean sea level) to which the structure will be floodproofed.
- c) *Where Base Flood Elevation Data Is Not Provided:* If no base flood elevation data is provided as set forth in Article I.D or the duties and responsibilities of the local administrators of Article III.D.11, then the provisions in the standards for streams without estimated base flood elevations and/or floodways of Article IV.C. must be met.
- d) *Alteration of Watercourse:* Where any watercourse will be

altered or relocated as a result of proposed development, the application for a development permit shall include: a description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood- carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation.

2. Certifications

1. Floodproofing Certification - When a structure is floodproofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, floodproofed structure meets the floodproofing criteria in the non-residential construction requirements of Article IV.B.2 and Article IV.E.2(b).
2. Certification During Construction – A lowest floor elevation or floodproofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or floodproofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local administrator a certification of the elevation of the lowest floor, or floodproofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. Any work done prior to submission of the certification shall be at the permit holder's risk. The local administrator shall review the floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.
3. V-Zone Certification - When a structure is located in Zones V, VE, or V1-30, certification shall be provided from a registered professional engineer or architect, separate from submitted plans, that new construction or substantial improvement meets the criteria for the coastal high hazard areas outlined in Article IV.F.5.
4. As-built Certification - Upon completion of the development a registered professional engineer, land surveyor or architect, in

accordance with SC law, shall certify according to the requirements of Article III.D.2a, 2b, and 2c that the development is built in accordance with the submitted plans and previous pre-development certifications.

D. Duties and Responsibilities of the Local Administrator. Duties of the local administrator shall include, but not be limited to:

1. Permit Review - Review all development permits to assure that the requirements of this ordinance have been satisfied.
2. Requirement of Federal and/or state permits – Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Watercourse alterations –
 - a) Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water, and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - b) In addition to the notifications required watercourse alterations per Article III.D.3a, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
 - c) If the proposed project will impact the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of actual construction.

- d) Within 60 days of completion of an alteration of a watercourse, referenced in the certification requirements of Article III.C.2.d, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.
- 4. Floodway encroachments - Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Article IV.B.5 are met.
 - 5. Development Proposals – Require development proposals for proposed developments prior to signing off on and CLOMRs or LOMRs.
 - 6. Adjoining Floodplains - Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
 - 7. Notifying Adjacent Communities – Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.
 - 8. Certification requirements –
 - a) Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in Article III.C.2.b or the coastal high hazard area requirements outlined in Article IV.F.5.
 - b) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been floodproofed, in accordance with the floodproofing certification outlined in Article III.C.2.a.
 - c) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Article IV.B.2.

- d) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in the coastal high hazard area requirements outlined in Article IV.F.4, Article IV.F.6, and Article IV.F.8 of this ordinance.
9. Map Interpretation - Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
10. Prevailing Authority – Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Article IV.B.7.b.
11. Use Of Best Available Data - When base flood elevation data or floodway data has not been provided in accordance with Article I.D, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, State, or other source, including data developed pursuant to the standards for subdivision proposals outlined in Article IV.D.4, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
12. Special Flood hazard Area/Topographic Boundaries Conflict - When the exact location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA.
13. On-Site inspections - Make on-site inspections of projects in accordance with the administrative procedures outlined in Article III.E.1.

14. Administrative Notices - Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Article III.F.
15. Records Maintenance - Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
16. Annexations and Detachments - Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six (6) months, of any annexations or detachments that include special flood hazard areas.
17. Federally Funded Development - The President issued Executive Order 11988, Floodplain Management May 1977. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight- step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
18. Substantial Damage Determination – Perform an assessment of damage from any origin to the structure using FEMA’s Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before the damage occurred.
19. Substantial Improvement Determinations – Perform an assessment of permit applications for improvements or repairs to be made to a building or structure equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether “substantial improvement” will occur.
 - a) Methods of Market Value Determination. The market values shall be determined by one of the following methods:
 - (1) the current assessed building value as determined by the county’s assessor’s office or the value of an appraisal performed by a licensed appraiser at the expense of the owner, within the past 6 months.

- (2) one or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre- improvement condition, less depreciation for functionality and obsolescence and site improvements.
- (3) Real Estate purchase contract within 6 months prior to the date of the application for a permit.

E. Administrative Procedures.

1. Inspections of Work in Progress: As the work pursuant to a permit progresses, the local administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
2. Stop-Work Orders: Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the administrator may order the work to be immediately stopped. The stop- work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
3. Revocation of Permits: The local administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable State or local law may also be revoked.
4. Periodic Inspections: The local administrator and each member of his inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

5. Violations to be Corrected: When the local administrator finds violations of applicable State and local laws, it shall be his duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.
6. Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:
 - a) the building or property is in violation of the Flood Damage Prevention Ordinance,
 - b) a hearing will be held before the local administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
 - c) following the hearing, the local administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.
7. Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the administrator may prescribe; provided that where the administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.
8. Appeal: Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
9. Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.

10. Denial of Flood Insurance under the NFIP: If a structure is declared in violation of this ordinance and the violation is not remedied then the local administrator shall notify the Federal Emergency Management Agency to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

11. The following documents are incorporated by reference and may be used by the local administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at www.fema.gov:
 - 1.. All FEMA Technical Bulletins
 - 2.. All FEMA Floodplain Management Bulletins
 - 3.. FEMA 348 Protecting Building Utilities from Flood Damage

Article IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

A. General Standards. Development may not occur in the floodplain where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the floodplain and that encroachments onto the floodplain are minimized. In all areas of special flood hazard the following provisions are required:

1. Reasonably Safe from Flooding – Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
2. Anchoring - All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure,
3. Flood Resistant Materials and Equipment - All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage,
4. Minimize Flood Damage - All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages,

5. Critical Development - shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,
6. Utilities - Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus one (1) foot. This requirement does not preclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building,
7. Water Supply Systems - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,
8. Sanitary Sewage Systems – New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters, On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,
9. Gas or Liquid Storage Tanks – All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
10. Alteration, Repair, Reconstruction, Or Improvements - Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.
11. Non-Conforming Buildings or Uses - Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base

flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,

12. American with Disabilities Act (ADA). A building must meet the specific standards for floodplain construction outlined in Article IV.B, as well as any applicable ADA requirements. The ADA is not justification for issuing a variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

B. Specific Standards. In all areas of special flood hazard (Zones A, AE, AH, AO, A1-30, V, and VE) where base flood elevation data has been provided, as set forth in Article I.D or outlined in the Duties and Responsibilities of the Local Administrator Article III.E. the following provisions are required:

1. Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one (1) foot above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Article IV B.4.
2. Non-Residential Construction.
 - a) New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than one (1) foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in Article IV B.4. No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
 - b) A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the

floodproofing certification requirements in Article III.C.2.a. A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in Article V.D of this ordinance.

Agricultural structures not meeting the criteria of Article V.E must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The local administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.

3. Manufactured Homes.

- a) Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- b) Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Article IV.B.1 of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated no lower one (1) foot than above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
- c) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with Section 40-29-10 of the *South Carolina Manufactured Housing Board Regulations*, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis 36 inches or less above the grade at the sight, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above 36 inches in height an engineering certification is required.

- d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local administrator and the local Emergency Preparedness Coordinator.
4. Elevated Buildings. New construction and substantial improvements of elevated buildings that include fully enclosed areas below the lowest floor that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.
- a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (1) Provide a minimum of two openings on different walls having a *total net area* of not less than one square inch for every square foot of enclosed area subject to flooding, the bottom of each opening must be no more than 1 foot above the higher of the interior or exterior grade immediately under the opening,
 - (2) Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area,
 - (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions; and,
 - (4) Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
 - b) Hazardous Velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows

are minimized.

c) Enclosures below BFE

- (1) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- (2) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required, and cannot be temperature controlled.
- (3) One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Article IV.B.1, 2 and 3.
- (4) All construction materials below the required lowest floor elevation specified in the specific standards outlined in Article IV.B 1, 2, 3 and 4 should be of flood resistant materials.

5. Floodways. Located within areas of special flood hazard established in Article I.D, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

- a) No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:
 - (1) it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local administrator.
 - (2) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must be obtained upon completion of the proposed development.

- b) If Article IV.B.5a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.
- c) No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Article IV B.3 and the encroachment standards of Article IV.B.5(a) are met.
- d) Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

6. Recreational Vehicles

- a) A recreational vehicle is ready for highway use if it is:
 - (1) on wheels or jacking system;
 - (2) attached to the site only by quick-disconnect type utilities and security devices; and,
 - (3) has no permanently attached additions.
- b) Recreational vehicles placed on sites shall either be:
 - (1) on site for fewer than 180 consecutive days; and,
 - (2) be fully licensed and ready for highway use, or meet the development permit and certification requirements of Article III.D, general standards outlined in Article IV.A, and manufactured homes standards in Article IV.B.3 and B.4.

7. Map Maintenance Activities. The National Flood Insurance Program requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article I.D accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

a) Requirement to Submit New Technical Data

(1) For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:

(a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;

(b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;

(c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and

(d) Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Article IV.C.1.

(2) It is the responsibility of the applicant to have technical data, required in accordance with Article IV.B.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.

(3) The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

(a) Proposed floodway encroachments that increase the base flood elevation; and

(b) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

(4) Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV B.7.

b) Right to Submit New Technical Data - The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

8. Accessory Structures.

a) A detached accessory structure or garage, the cost of which is greater than \$3,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 *Wet Floodproofing Requirements* or be elevated in accordance with Article IV Section B(1) and B (4) or dry floodproofed in accordance with Article IV B (2).

b) When accessory structures of \$3,000 or less are to be placed in the floodplain, the following additional criteria shall be met:

(1) Accessory structures shall not be used for any uses other than the parking of vehicles and storage,

(2) Accessory structures shall be designed to have low flood damage potential,

(3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,

(4) Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure,

- (5) Service facilities such as electrical and heating equipment shall be installed in accordance with Article IV.A.5; and
 - (6) Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Article IV.B.4a.
 - (7) Accessory structures shall be built with flood resistance material, in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.
9. Swimming Pool Utility Equipment Rooms. If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:
- a) Meet the requirements for accessory structures in Article IV.B.8
 - b) The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.
10. Elevators
- a) Install a float switch system or another system that provides the same level of safety is necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
 - b) All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
11. Fill. An applicant shall demonstrate that fill is the only alternative to

raising the building to meet the residential and non-residential construction requirements of Article IV B(1) or B (2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

- a) Fill may not be placed in the floodway unless it is in accordance with the requirements in Article IV.B.5a,
- b) Fill may not be placed in tidal or non-tidal wetlands without the required State and federal permits,
- c) Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain,
- d) Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer,
- e) Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,
- f) The use of fill shall not increase flooding or cause drainage problems on neighboring properties,
- g) Fill may not be used for structural support in the coastal high hazard areas,
- h) Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built On Fill In Or Near Special Flood Hazard Areas Are Reasonable Safe From Flooding.*

12. Standards for Subdivision Proposals and Other Development.

- a) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;
- b) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;

- c) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage.
- d) The applicant shall meet the requirement to submit technical data to FEMA in Article IV B.7. when a hydrologic and hydraulic analysis is completed that generates base flood elevations.

C. Standards for Streams without Established Base Flood Elevations and Floodways. Located within the areas of special flood hazard (Zones A and V) established in Article I.D, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:

- 1. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevation for all subdivision proposal, and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
- 2. No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- 3. If Article IV.C.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable flood hazard ordinance provisions of Article IV and shall be elevated or floodproofed in accordance with elevations established in accordance with Article III.E.11.
- 4. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
- 5. When base flood elevation data is not available from a federal, State, or other source one of the following methods may be used to determine a BFE. For further information regarding the methods for determining BFEs listed below refer to FEMA's manual *Managing*

Floodplain Development in Approximate Zone A Areas.

- a) Contour Interpolation
 - (1) Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
 - (2) Add one-half of the contour interval of the topographic map that is used to the BFE.
- b) Data Extrapolation - A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches.
- c) Hydrologic and Hydraulic Calculations- Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software.

D. Standards for Streams with Established Base Flood Elevations but without Floodways. Along rivers and streams where Base Flood Elevation (BFE) data is provided but neither floodway are identified for a Special Flood Hazard Area on the FIRM or in the FIS. The following provisions apply within such areas:

1. No encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

E. Standards for Areas of Shallow Flooding (AO Zones). Located within the areas of special flood hazard established in Article 1.D, are areas designated as shallow flooding. The following provisions shall apply within such areas:

1. All new construction and substantial improvements of residential structures shall have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.
2. All new construction and substantial improvements of non-residential structures shall:
 - a) Have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is

specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade; or,

- b) Be completely flood-proofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article III.D.

3. All structures on slopes must have drainage paths around them to guide water away from the structures.

Article V. VARIANCE PROCEDURES

A. Establishments of Appeal - The Board of Zoning Appeals as established by the City of Cayce shall hear and decide variances from the requirements of this ordinance.

B. Right to Appeal - Any person aggrieved by the decision of the appeal board or any tax payer may appeal such decision to the Court.

C. Historic Structures - Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

D. Functionally Dependent Uses – Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.

E. Agricultural Structures - Variances may be issued to wet flood-proof an agricultural structure provided it is used solely for agricultural purposes. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Article V.H, this section, and the following standards:

1. Use of the structure must be limited to agricultural purposes as listed below:

- a) pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
 - b) steel grain bins and steel frame corncribs,
 - c) general-purpose barns for the temporary feeding of livestock that are open on at least one side;
 - d) for livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Article IV.B.2 of this ordinance; and,
2. The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation,
 3. The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls,
 4. The agricultural structure must meet the venting requirement of Article IV.B.4 of this ordinance,
 5. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article IV.A.5 of this ordinance,
 6. The agricultural structure must comply with the floodway encroachment provisions of Article IV.B.5 of this ordinance; and,
 7. Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners

can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

F. Considerations. In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
7. The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
8. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site,
9. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges and,
10. Agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.

G. Findings. Findings listed above shall be submitted to the appeal board, in

writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

H. Floodways. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to insure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

I. Conditions. Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

1. Variances may not be issued when the variance will make the structure in violation of other federal, State, or local laws, regulations, or ordinances.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
4. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.
5. The local administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
6. Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this

ordinance. Violations must be corrected in accordance with Article III.F.5 of this ordinance.

Article VI. LEGAL STATUS PROVISIONS

A. Effect on Rights and Liabilities under the Existing Flood Damage Prevention Ordinance. This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted Sept. 3, 2008 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued there under are reserved and may be enforced. The enactment of his ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the City of Cayce enacted on Sept, 3, 2008 as amended, which are not reenacted herein, are repealed.

B. Effect upon Outstanding Building Permits. Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the Chief Building Inspector or his authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the provisions of this ordinance.

C. Effective Date. This ordinance shall become effective upon adoption.

D. Adoption Certification.

I hereby certify that this is a true and correct copy of the flood damage prevention ordinance as adopted by the City Council of The City of Cayce, SC on the day of _____ 200__.

PASSED:

1st Reading: _____

2nd Reading: _____

WITNESS my hand and the official seal of the City of Cayce, SC this the _____ day of, _____ 2017.

Signature

SUMMARY OF CHANGES- Flood Damage Prevention Ordinance

1. Page 6-27
 - *Article I.D. Lands to Which Ordinance Applies*
Deleted “October 1, 2010” and add “December 21, 2017” to indicate date of new Richland County Flood Maps
2. Page 6-30
 - Article II. Definitions
 - #15 Deleted “January 1, 1975 ” and add May 1, 1980 as initial FIRM date
3. Page 6-31
 - Article II. Definitions
 - #16 Deleted “August 7, 1995” and add “April 7, 1980” to indicate date of completion for existing manufactured home parks.
4. Page 6-34
 - Article II. Definitions
 - #37 Deleted “August 7, 1995” and add April 7 1980 to indicate date of completion for new construction.
 - #38 Deleted August 7, 1995 and add April 7 1980 to indicate date of completion for new manufactured home parks.
5. Page 6-36
 - Article III. Administration
 - Article III. C. Deleted “*Designation of party Responsible for Biennial Report.....*”
6. Page 6-38
 - Article III. Administration
 - Article III.C.2 Added “*Article IV.E.2 (b)*” to flood proof certification requirements
7. Page 6-42
 - Article III.D. Duties and Responsibilities
 - #16 Deleted “The community must incorporate applicable maps.....within 90 days.....annexation.”
8. Page 6-43
 - Article III.D.19 Substantial Improvement Determinations
 - a.1. Inserted “*within past 6 months.*”
 - a.2. Deleted reference to Marshall & Swift handbook
 - a.3. Replaced 12 months with 6 months for application date
9. Page 6-46
 - Article IV. Provisions for Flood Hazard Reductions
 - A.1. Inserted *definition for “Reasonably Safe from Flooding”*

10. Page 6-52

Article IV.B. Specific Standards

- B.4. Elevated Buildings Inserted “below lowest floor”
- B.4.1. Insert “The bottom of each opening must be no more than 1 foot above....”
- B.4.2. Insert “Only portions of opening that are below...net opened area”

11. Page 6-54

Article IV.B.5. Floodways

- a.2. Inserted “A Conditional Letter of Map Revision.....upon completion of the proposed development.”

12. Page 6-55

Article IV.B.5. Floodways

- Deleted Article IV.B.5.c.

13. Page 6-56

Article IV.B.5. Floodways

- Article IV.B.5.c. Inserted “and the encroachment standards.....”

Article IV.B.6 Recreational Vehicles

- Article IV.B.6.b.2 Added reference to Article “B.4”

Page 6-58

Article IV.B.7 Map Maintenance Activities

- Article IV.B.7.d Change Article IV.b.12 to Article C.1

14. Page 6-59

Article IV.B.7 Map Maintenance Activities

- Deleted Article IV.B.7 “Conditional Letter of Map Revision.....”

Article IV.B.8 Accessory Structures

- Article IV.B.8.b.1 Inserted “Accessory structures shall not be used for any other uses than parking” and deleted “....shall not be used for human habitation.....”

15. Page 6-60

Article IV.B.8 Accessory Structures

- Article IV.B.8.b.7 Inserted “Accessory structures shall be built.....”
- Article IV.B.8.b.9 Deleted reference to variance

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Carroll Williamson, Planning and Development Director

Date: November 1, 2017

Subject: Second Reading of an Ordinance amending Article 2 and Sections 5.6, 5.6-2, 5.6-3, and 9.8 of the City Zoning Ordinance relating to Carports, Accessory Buildings, and Storage of Campers, Recreational Vehicles and Boats in Residential Districts

ISSUE

Council approval is needed for the Second Reading of an Ordinance amending Article 2 (“Definitions”), Sections 5.6 (“Accessory Buildings and Uses”), Section 5.6-2 (Residential Districts: General Requirements”), Section 5.6-3 (“Location”), and Section 9.8 (“Storage and Use of Campers or Recreational Vehicles in Residential Zones”).

BACKGROUND/DISCUSSION

Based on the number of complaints regarding these Ordinances, staff brought several concerns to City Council at the July 19, 2017 Strategic Planning Session. City Council made several recommendations that are reflected in these amendments. A summary of the updates and a copy of the redline version of the changes are attached for your consideration.

The Planning Commission met on September 18, 2017, to hear Public Comment about the suggested changes. No members of the public were present at the meeting. The Planning Commission voted unanimously to recommend the amendment.

RECOMMENDATION

The Planning Commission recommends Council approve Second Reading of an Ordinance amending Article 2 (“Definitions”), Sections 5.6 (“Accessory Buildings and Uses”), Section 5.6-2 (Residential Districts: General Requirements”), Section 5.6-3 (“Location”), and Section 9.8 (“Storage and Use of Campers or Recreational Vehicles in Residential Zones”).

<p>STATE OF SOUTH CAROLINA)</p> <p>COUNTY OF LEXINGTON)</p> <p>CITY OF CAYCE)</p>	<p>ORDINANCE 2017-11</p> <p>Amending Article 2 and Sections 5.6, 5.6-2, 5.6-3, and 9.8 of the City Zoning Ordinance Relating to Carports, Accessory Buildings, and Storage of Campers, Recreational Vehicles and Boats in Residential Districts</p>
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WHEREAS, the Council, after research and input from staff and from the Planning Commission and after public input through public hearing and comments, has determined that it is in the interest of the City and the public and the property owners and residents of the City, and that it is in the interest of the promotion of the goals of zoning within the City, to amend certain sections of the City Zoning Ordinance concerning carports, accessory buildings, buildings for dry storage, and the storage of campers, recreational vehicles and boats in residential zoning districts,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, as follows:

1. The definition of “Carport” in Article 2 (“Definitions”) of the City Zoning Ordinance is hereby amended to read: “A type of accessory structure used exclusively for the storage of vehicles. Carports must cover an improved surface and be open on three sides.”

2. Within Section 5.6 (“Accessory Buildings and Uses”) of the City Zoning Ordinance, the “Residential Districts” portion of Section 5.6-2 (“General Requirements”) is amended to read:

Residential Districts

- (1) The number of accessory buildings shall not exceed two on any lot or parcel, with the exception of carports. One (1) carport is allowed per lot or parcel.
- (2) The combined gross floor area (GFA) of all accessory buildings, including carports, shall not exceed 75 percent of the footprint of the principal building.
- (3) The height of accessory buildings, including carports, shall be no higher than the height of the principal building.
- (4) No mobile home or standard design manufactured home shall be used as an accessory building.

3. Section 5.6-3 (“Location”) of the City Zoning Ordinance, in its subsection (3), is amended to read:

(3) Buildings, Sheds, and Structures for Dry Storage; Greenhouses; Carports

Buildings, sheds, structures for dry storage, greenhouses, and carports may be located in the rear yard only, with a five (5) foot rear and side setback.

4. Section 9.8 (“Storage and Use of Campers or Recreational Vehicles in Residential Zones”) is amended as follows:

(a) The first sentence of the Section is amended to insert the words “or side” following the word “rear” and preceding the word “yard”, so that the first clause of the first sentence of the Section shall read: “All campers, recreational vehicles and boats must be parked or stored in the rear or side yard and shall not be within three (3) feet of any property line in a residential district;”

(b) The entire sentence beginning “After public notice and hearing,” is deleted.

(c) The subsection or part beginning “Criteria for special exception” with subparts (1), (2) and (3) is deleted. (The sentence or paragraph beginning “ A recreational vehicle...” is expressly not deleted.)

This Ordinance shall be effective from the date of second and final reading.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____,
2017.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____

Second reading and adoption: _____

Approved as to form: _____
Danny C. Crowe, City Attorney

SUMMARY - Accessory Buildings and Uses- TA001-17

1. Article 2 DEFINITIONS
 - ✓ A definition for carports has been added to the ordinance.

2. Section 5.6 Accessory Building and Uses
 - ✓ The word “uses” has been changed to “buildings” to clarify what is consider an accessory building.
 - ✓ The regulation to allow one carport per lot or parcel has been added to the ordinance.
 - ✓ The requirements to allow only 2 accessory buildings on a residential parcel remains the same.
 - ✓ The rule that a carport will not count towards the number of accessory buildings allowed on a lot or parcel has been added.
 - ✓ The requirement for all accessory buildings not to exceed 50% has been revised to allow a maximum size of 75% of the footprint of the principal building.
 - ✓ The ability to request a special exception to exceed 50% of the size of the principle building with a special exception is no longer present.
 - ✓ The regulation on the 5’ or less height restriction for an accessory building has been changed to permit an accessory building to be the same height as the principle building.

3. Section 5.6-3 Location #3
 - ✓ Carports have been added as a type of accessory building
 - ✓ The Location requirements have been changed to clarify that accessory buildings and carports are only permitted in the rear yard.
 - ✓ The location requirements have been changed to indicate that accessory buildings and carports will have a setback of 5 ft. from the rear property line and the side property line.

SUMMARY - Storage and Use of Campers or Recreational Vehicles in Residential Zones- TA002-17

Section 9.8- Storage and Use of Campers or Recreational Vehicles in Residential Zones

- ✓ A rule to allow campers, recreational vehicle, and boats to be parked or stored in the side yard has been added to the ordinance.
- ✓ The setback requirements (3 ft.) remain the same.
- ✓ The option to request a special exception to park or store campers and other recreational vehicles in the front yard has been removed.
- ✓ The option to park anywhere during loading and unloading remains the same.

- ✓ The number of campers (2) and boats (2) permitted to be parked on a residentially zoned lot remains the same.
- ✓ The rule that all campers, recreational vehicles, and boats parked or stored in a garage or accessory structure will not be in violation has remained the same.
- ✓ The rule that all campers, recreational vehicles, and boats must have a valid tag, when required, remains the same.
- ✓ The option to temporarily use a recreational vehicle for 7 days remains the same.
- ✓

**SUMMARY - Storage and Use of Campers or Recreational Vehicles in Residential Zones-
TA002-17**

Section 9.8- Storage and Use of Campers or Recreational Vehicles in Residential Zones

- ✓ A rule to allow campers, recreational vehicle, and boats to be parked or stored in the side yard has been added to the ordinance.
- ✓ The setback requirements (3 ft.) remain the same.
- ✓ The option to request a special exception to park or store campers and other recreational vehicles in the front yard has been removed.
- ✓ The option to park anywhere during loading and unloading remains the same.
- ✓ The number of campers (2) and boats (2) permitted to be parked on a residentially zoned lot remains the same.
- ✓ The rule that all campers, recreational vehicles, and boats parked or stored in a garage or accessory structure will not be in violation has remained the same.
- ✓ The rule that all campers, recreational vehicles, and boats must have a valid tag, when required, remains the same.
- ✓ The option to temporarily use a recreational vehicle for 7 days remains the same.

ARTICLE 2 DEFINITIONS

Carport – A type of accessory building used exclusively for storage of vehicles. Carports must cover an improved surface and be open on 3 sides.

Section 5.6 Accessory Buildings and Uses

Section 5.6-1 Accessory Uses to Observe Required Setbacks

Unless specifically provided herein, all accessory uses and structures shall observe all required setbacks, yard, and other requirements applicable to the principal building or use for the district within which they are located.

Section 5.6-2 General Requirements

Residential Districts

- (1) The number of accessory ~~buildings~~ uses shall not exceed two on any lot or parcel, with the exception of carports. One (1) carport is allowed per lot or parcel.
- (2) The combined gross floor area (GFA) of all accessory ~~uses—buildings, including carports,~~ shall not exceed 50–75 percent of the footprint of the principle-principal use building., or up to 75% of the principle use with a special exception.
- (3) The height of accessory buildings, including carports, shall be ~~less than 5'~~ of no higher than the height of the principal building.
- (4) No mobile home or standard design manufactured home shall be used as an accessory building.

All Other Districts

- (1) There is no limit to the number of accessory buildings; however such buildings shall occupy no more than 50 percent of the total lot area.
- (2) If located within the buildable area, accessory buildings shall observe the height limits for the district within which they are located.

- (3) Accessory uses may be allowed within 3 feet of a side or rear property line, except where contiguous to a residential zone, in which case the accessory use shall observe the setback requirement of the bufferyard requirements.

Section 5.6-3 Location

Without exception, no accessory use may be located in a required buffer yard. Accessory buildings and uses are permitted anywhere within the buildable area of a lot or parcel unless specifically regulated, and are permitted within required yards and setback areas under the following conditions (This section does not apply to parking of vehicles contrary to Section 9.9):

- (1) Off-Street Parking and Loading Space

Off-street parking and loading spaces are permitted in required yards and setback areas.

- (2) Free-Standing Signs

Free-standing signs are permitted in all required yards, but no closer than 5 feet of a property line.

- (3) Buildings, Sheds, and Structures for Dry Storage; Greenhouses

Buildings, sheds, structures for dry storage, ~~and~~ greenhouses and carports may be located in rear yard ~~setback areas~~ only, ~~but no closer than five (5) feet from any property line~~ with a five (5) foot rear and side setback.

- (4) Domestic Animal Shelters and Pens

Domestic animal shelters and pens may be located in rear yard setback areas only, but no closer than five (5) feet from any side or rear residential property line.

- (5) Swimming Pools, Tennis Courts, Recreational Uses

These uses may be located in required rear yard and setback areas only; provided said uses shall be no closer than 10 feet to the nearest property line, and shall have all lighting shielded or directed away from adjoining residences.

- (6) Ground Supported Communication and Reception Antennas

These uses may be located in required rear and side yards only, but no closer than 3 feet to the property line, and if located in the buildable area shall not extend or be located in front of any principal building.

(7) Fences and Walls

May be located in all required yards and along any property line; provided fences and walls to be located in the required front yard or in front of the principal use shall not exceed four feet in height and fences and walls located elsewhere on the property shall not exceed eight feet in height unless approved for a variance by the Board of Zoning Appeals.

(8) Uses Not Specified

Uses not specified above shall observe a three foot setback from the nearest property line.

Section 9.8 Storage and Use of Campers or Recreational Vehicles in Residential Zones

All campers, recreational vehicles and boats must be parked or stored in the rear or side yard and shall not be within three (3) feet of any property line in a residential district; however, such use may be parked anywhere on the residential lot for a period not to exceed twenty-four (24) hours during loading and unloading if it complies with the visibility and distance provisions.

No more than two (2) campers or recreational vehicles and two (2) boats may be parked or stored on a residentially zoned lot or parcel. For the purpose of this section, multiple lots or parcels that function as one shall be considered as one lot or parcel. The overall height of campers or recreational vehicles shall not exceed twelve (12) feet or boats, which shall not exceed ten (10) feet. Measurement shall be taken from ground level immediately adjacent to either the camper, recreational vehicle or in the case of boats measured from the ground level of the trailer/support blocks.

No more than one (1) towable trailer (not carrying a boat or recreational vehicle) may be parked or stored in a residential district with a maximum length of eighteen (18) feet. Trailers containing mounted equipment such as portable generators, welding equipment, mortar or cement mixers or any other equipment that would be considered commercial in nature shall be prohibited in a residential district unless in conjunction with a valid building and or construction permit.

A camper, recreational vehicle, boat or trailer shall not be considered as “parked or stored” in violation of this section if it is located completely within a garage or accessory building that is legally permitted and totally enclosed.

All campers, recreational vehicles and boats, when required shall have either a valid license or tag for operation either on the roadways or waters of the State when parked in a residential district.

~~After public notice and hearing, and subject to appropriate conditions and safeguards, the Board of Zoning Appeals may permit, as a special exception, the parking of campers, recreational vehicles or boats in a front yard if the layout of the property or an obstruction makes it impractical to park in the rear or side yard; provided however, that no more than one (1) camper or recreational vehicle and one (1) boat in a front yard in existence at the time of passage of this ordinance, which meet the criteria, can be automatically deemed approved as a special exception, upon written request of the property owner.~~

Criteria for special exception:

- ~~(1) Camper, recreational vehicle or boat to be parked or stored in any front yard shall not impede the visibility of otherwise normal vehicular traffic entering or exiting this property or any adjacent driveways. In the case of corner lots, no parking or storage shall be permitted within the visibility triangle. The visibility triangle is defined as being an area measured from a distance of 25 feet from each paved roadway and a line connecting the two.~~
- ~~(2) Under no circumstances shall said vehicles or boats be parked within ten (10) feet of any paved roadway surface.~~
- ~~(3) The overall height of campers or recreational vehicles shall not exceed twelve (12) feet; boats shall not exceed ten (10) feet. Measurement shall be taken from ground level immediately adjacent to either the camper, recreational vehicle, or in the case of boats, measured from the ground level of the trailer.~~

A recreational vehicle may be occupied temporarily for a period of up to seven (7) days upon application and approval of a Temporary Use Permit issued by the Planning and Development office. This application may impose reasonable conditions and criteria for such occupation as necessary to maintain the residential character of the neighborhood.

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Carroll Williamson, Planning and Development Director

Date: November 1, 2017

Subject: Second Reading of an Ordinance Amending PDD Plan for Property with Existing Zoning Classification of PDD-MU, Planned Development District, Mixed Use

ISSUE

Council approval is needed for the Second Reading of an Ordinance amending the current PDD Plan for the property tract and subdivision that is now zoned PDD-MU (Planned Development District, Mixed Use) and is known as The Brickworks, located along Axtell Drive, Knox Abbott Drive, Brickworks Drive, and Alexander Drive, and including parcels 004648-03-027, and -031 through -037.

BACKGROUND/DISCUSSION

The applicant Charles Thompson, representing the owners of The Brickworks subdivision, is requesting an amendment to add a residential use to parcel A-2 (TMS# 004648-03-033), which currently permits only commercial uses. Additional changes and details have been added to all of the parcels that are in keeping with the purpose of the current PDD plan.

The Planning Commission met on September 18, 2017, to hear Public Comment about the suggested changes. The applicant Charles Thompson and his attorney Stuart Lee were present to explain their request. No other members of the public were present at the meeting. The Planning Commission voted unanimously to recommend the amendment.

Since the first reading, the applicant has refined the permitted use for parcel D. In the original revision, the NAICS code for hotels and motels, 72111, was listed as a permitted use. The applicant is requesting to delete "72111" and replace it with the single use of hotels with a specific definition.

RECOMMENDATION

The Planning Commission recommends Council approve Second Reading of an Ordinance Amending PDD Plan for Property with Existing Zoning Classification of PDD-MU, Planned Development District, Mixed Use.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
CITY OF CAYCE)

ORDINANCE 2017-12
Amending PDD Plan for Property with
Existing Zoning Classification of PDD-MU,
Planned Development District, Mixed Use

WHEREAS, Brickworks Associates, LLC, and Guignard Land Company LLC, as owners, and Brickworks Owners Association, Inc., and Charles C. Thompson, as owners representatives and manager, have requested that the City of Cayce amend the current PDD Plan for the property tract and subdivision that is now zoned PDD-MU (Planned Development District, Mixed Use) and is known as The Brickworks, located along Axtell Drive, Knox Abbott Drive, Brickworks Drive, and Alexander Drive, and including TMS parcels 004648-03-027, -029, and -031 through -037; and

WHEREAS, the owners desire to make changes to the current PDD Plan to add certain residential and other uses as permitted uses in certain of the parcels and to address changes to Plan elements including permitted square footage, permitted height, parking, signage, and landscaping in certain parcels; and

WHEREAS, under Section 6.8-9 of the City Zoning Ordinance, as in effect at the time the PDD was approved, a change in proposed use of property zoned PDD constitutes a major change requiring an amendment of the approved PDD by the City Council; and

WHEREAS, the City Planning Commission, at its meeting on September 18, 2017, held a public hearing as previously advertised to receive comments from the public and adjacent property owners, and also voted to recommend to the City Council approval of the request for changes in the PDD Plan and rezoning for such changes; and

WHEREAS, the Council, after consideration, has determined that the requested changes are appropriate changes in keeping with the purpose of the PDD zoning and that the requested changes should be approved and the PD Plan so revised,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that the requested PDD Plan for the property, as shown and described on the document attached to this Ordinance (which is incorporated herein by this reference), is hereby approved, and that the PDD-MU zoning of the property, and the City's Official Zoning Map, are hereby modified if and as necessary to accommodate such changes.

This Ordinance shall be effective from the date of second and final reading.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____,
2017.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____

Second reading and adoption: _____

Approved as to form: _____
Danny C. Crowe, City Attorney

**EXHIBIT A
TO
THE CITY OF CAYCE
ORDINANCE TO AMEND AND RESTATE PDD, PLANNED DEVELOPMENT DISTRICT**

SUPPORTING DOCUMENTS

- Final Subdivision Plat of The Brickworks prepared for Brickworks Associates, LLC by HGBD Surveyors, LLC dated March 24, 2010 and revised June 30, 2011, recorded in the Lexington County Register of Deeds in Book 15125 at Page 310 "Subdivision Plat."

PARCEL INVENTORY

The Planned Development District includes the following parcels, as illustrated on the Subdivision Plat, which may be enlarged and/or reduced upon obtaining all necessary government approvals:

- **Parcel A-1:** Approximately 1.31 Acres located in the southwest corner of the tract at the intersection of Knox Abbott and Axtell Drives.
- **Parcel A-2:** Approximately 1.889 Acres located at the northwest corner of the intersection of Brickworks Drive and Knox Abbott Drive.
- **Parcel B:** Approximately 3.84 Acres located in the northern part of the tract along Alexander Drive.
- **Parcel C:** Approximately 1.66 Acres located in the northeast corner of the tract.
- **Parcel D:** Approximately 2.42 Acres located in the southeast corner of the tract adjacent to the Congaree River and Knox Abbott Drive. The Regulatory Framework specified herein for Parcel D may be expanded into the existing area of Parcel E by as much as 100 linear feet without the necessity of seeking further amendment hereto.
- **Parcel E:** Approximately 1.764 Acres located in the southern part of the tract along Knox Abbott Drive.
- **Parcel F:** Approximately .591 Acres located in the central part of the tract bounded by all of the roadways illustrated on the Subdivision Plat.
- ***Private Road R/W:** Private road rights of way, as presently configured pursuant to the Subdivision Plat, containing approximately 2.38 acres.

REGULATORY FRAMEWORK

Parcel A-1

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as excluded below) and the following additional uses: (i) Drive-through facilities supporting financial institutions; (ii) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (iii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iv) a “brewpub” primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises but also allows “brewpub” to sell its products at retail for off-site consumption, and (v) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption..

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage.* 50,000 gross floor area maximum
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 60'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision.
- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required unless the existing building is replaced. Upon such occurrence a 5' wide landscape buffer shall be required along Axtell Drive only.

Parcel A-2

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as excluded below) and the following additional uses: (i) Apartments and condominiums and all accessory uses allowed in the RG-2 zoning district, (ii) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (iii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iv) a

"brewpub" primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows "brewpub" to sell its products at retail for off-site consumption, and (v) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption.

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage:* 100,000 gross floor area maximum
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 70'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision..
- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required. However, Article 10 of the City of Cayce Zoning Ordinance shall apply to the property line along Knox Abbott Drive only, and only in locations where parking facilities abut Knox Abbott Drive.

Parcel B

- *Permitted Uses:* (i) Apartments and condominiums and all accessory uses allowed in the RG-2 zoning district. Additional uses of up to 25% of total gross floor area may be permitted on the first floor only to include those permitted in (i) C-2 Neighborhood Commercial District (except as excluded below) and (ii) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (iii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iv) a "brewpub" primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows "brewpub" to sell its products at retail for off-site consumption, (v) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption..

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage:* 160,000 gross floor area maximum
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 60'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision..
- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required. However, Article 10 of the City of Cayce Zoning Ordinance shall apply to the property line along Alexander Drive only, and only in locations where parking facilities abut Alexander Drive. .

Parcel C

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as excluded below) and the following additional uses: (i) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (ii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iii) a "brewpub" primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows "brewpub" to sell its products at retail for off-site consumption, (iv) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption, and (vi) Passive recreation and open space, as well as uses in NAICS 7111, 711510, and 712120.

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage.* 25,000 gross floor area maximum, excluding the gross floor area contained within the existing four historic kiln structures.
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 30'

- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision..
- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District. Educational and/or interpretive signage (including historic markers) shall be specifically allowed.
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required.

Parcel D

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as specifically excluded below) and the following additional uses: (i) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (ii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iii) a "brewpub" primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows "brewpub" to sell its products at retail for off-site consumption, (iv) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption, (v) apartments and condominiums are permitted above the first floor of buildings together with all accessory uses permitted in the RG-2 District conditioned upon accessory uses being located within the footprint of the building, and (vi) uses in NAICS Code 72114 hotel, defined as a building or buildings under single management, containing ten or more sleeping rooms or suites of sleeping rooms, offered to the general public for transient lodging accommodations. Access to the sleeping rooms is through an inside lobby, corridor, or office with no direct door access from such sleeping room to related parking areas.

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Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage:* 75,000 gross floor area maximum
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 75'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of

parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision..

- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required. However, Article 10 of the City of Cayce Zoning Ordinance shall apply to the property line Knox Abbott Drive only, and only in locations where parking facilities abut Knox Abbott Drive.

Parcel E

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as specifically excluded below) and the following additional uses: (i) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (ii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iii) a "brewpub" primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows "brewpub" to sell its products at retail for off-site consumption, (iv) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption, and (v) apartments and condominiums are permitted above the first floor of buildings together with all accessory uses permitted in the RG-2 District conditioned upon accessory uses being located within the footprint of the building.

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage.* 10075,000 square feet maximum.
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 40'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision...
- *Setback Requirements:* None.

- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District.
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required. However, Article 10 of the City of Cayce Zoning Ordinance shall apply to the property line along Knox Abbott Drive only, and only in locations where parking facilities abut Knox Abbott Drive.

Parcel F

- *Permitted Uses:* Passive recreation and open space, as well as uses in NAICS 7111, 711510, and 712120. Any permanent permitted uses require the approval of the Planning Director.
- *Permitted Square Footage:* N/A
- *Permitted Height:* N/A
- *Parking:* No parking required.
- *Setback Requirements:* None.
- *Signage:* No advertising signs permitted. Educational and/or interpretive signage (including historic markers) shall be specifically allowed.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required.

Private Road R/W

- *Permitted Uses:* Vehicular and pedestrian circulation, parking, furnishings, fixtures, and utilities.
- *Signage:* Permitted signage shall be limited to street signs, wayfinding signs, interpretive signs, and historic markers. Monument style directories located at entrances to the PDD shall also be allowed. Square footage and height of all signs shall comply with the C-3 Zoning District.

**EXHIBIT A
TO
THE CITY OF CAYCE
ORDINANCE TO AMEND AND RESTATE PDD, PLANNED DEVELOPMENT DISTRICT**

SUPPORTING DOCUMENTS

- Final Subdivision Plat of The Brickworks prepared for Brickworks Associates, LLC by HGBD Surveyors, LLC dated March 24, 2010 and revised June 30, 2011, recorded in the Lexington County Register of Deeds in Book 15125 at Page 310 “Subdivision Plat.”

PARCEL INVENTORY

The Planned Development District includes the following parcels, as illustrated on the Subdivision Plat, which may be enlarged and/or reduced upon obtaining all necessary government approvals:

- **Parcel A-1:** Approximately 1.31 Acres located in the southwest corner of the tract at the intersection of Knox Abbott and Axtell Drives.
- **Parcel A-2:** Approximately 1.889 Acres located at the northwest corner of the intersection of Brickworks Drive and Knox Abbott Drive.
- **Parcel B:** Approximately 3.84 Acres located in the northern part of the tract along Alexander Drive.
- **Parcel C:** Approximately 1.66 Acres located in the northeast corner of the tract.
- **Parcel D:** Approximately 2.42 Acres located in the southeast corner of the tract adjacent to the Congaree River and Knox Abbott Drive. The Regulatory Framework specified herein for Parcel D may be expanded into the existing area of Parcel E by as much as 100 linear feet without the necessity of seeking further amendment hereto.
- **Parcel E:** Approximately 1.764 Acres located in the southern part of the tract along Knox Abbott Drive.
- **Parcel F:** Approximately .591 Acres located in the central part of the tract bounded by all of the roadways illustrated on the Subdivision Plat.
- ***Private Road R/W:** Private road rights of way, as presently configured pursuant to the Subdivision Plat, containing approximately 2.38 acres.

REGULATORY FRAMEWORK

Parcel A-1

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as excluded below) and the following additional uses: (i) Drive-through facilities supporting financial institutions; (ii) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (iii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iv) a “brewpub” primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises but also allows “brewpub” to sell its products at retail for off-site consumption , and (v) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption..

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage.* 50,000 gross floor area maximum
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 60’
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision.
- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required unless the existing building is replaced. Upon such occurrence a 5’ wide landscape buffer shall be required along Axtell Drive only.

Parcel A-2

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as excluded below) and the following additional uses: (i) Apartments and condominiums and all accessory uses allowed in the RG-2 zoning district, (ii) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (iii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iv) a

“brewpub” primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows “brewpub” to sell its products at retail for off-site consumption, and (v) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption.

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage:* 100,000 gross floor area maximum
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 70'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision..
- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required. However, Article 10 of the City of Cayce Zoning Ordinance shall apply to the property line along Knox Abbott Drive only, and only in locations where parking facilities abut Knox Abbott Drive.

Parcel B

- *Permitted Uses:* (i) Apartments and condominiums and all accessory uses allowed in the RG-2 zoning district. Additional uses of up to 25% of total gross floor area may be permitted on the first floor only to include those permitted in (i) C-2 Neighborhood Commercial District (except as excluded below) and (ii) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (iii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iv) a “brewpub” primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows “brewpub” to sell its products at retail for off-site consumption, (v) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption..

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage:* 160,000 gross floor area maximum
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 60'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision..
- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required. However, Article 10 of the City of Cayce Zoning Ordinance shall apply to the property line along Alexander Drive only, and only in locations where parking facilities abut Alexander Drive. .

Parcel C

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as excluded below) and the following additional uses: (i) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (ii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iii) a “brewpub” primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows “brewpub” to sell its products at retail for off-site consumption,, (iv) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption, , and (vi) Passive recreation and open space, as well as uses in NAICS 7111, 711510, and 712120.

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage.* 25,000 gross floor area maximum, excluding the gross floor area contained within the existing four historic kiln structures.
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 30'

- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision..
- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District. Educational and/or interpretive signage (including historic markers) shall be specifically allowed.
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required.

Parcel D

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as specifically excluded below) and the following additional uses: (i) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (ii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iii) a “brewpub” primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows “brewpub” to sell its products at retail for off-site consumption, (iv) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption, (v) apartments and condominiums are permitted above the first floor of buildings together with all accessory uses permitted in the RG-2 District conditioned upon accessory uses being located within the footprint of the building, and (vi) hotel, defined as a building or buildings under single management, containing ten or more sleeping rooms or suites of sleeping rooms, offered to the general public for transient lodging accommodations. Access to the sleeping rooms is through an inside lobby, corridor, or office with no direct door access from such sleeping room to related parking areas..

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage:* 75,000 gross floor area maximum
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 75'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of

parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision..

- *Setback Requirements:* None.
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required. However, Article 10 of the City of Cayce Zoning Ordinance shall apply to the property line Knox Abbott Drive only, and only in locations where parking facilities abut Knox Abbott Drive.

Parcel E

- *Permitted Uses:* Uses permitted in C-2 Neighborhood Commercial District (except as specifically excluded below) and the following additional uses: (i) specialty and/or boutique furniture and home furnishing stores including bath, kitchenware, chinaware, linen, electric lamp/lighting, glassware and housewares; (ii) establishments primarily engaged in retailing a general line of consumer type computer products, including repair, support and prepackaged computer software, (iii) a “brewpub” primarily being an eating and drinking establishment with a small brewery on the premises which produces beer, ale, or other malt beverage and where the majority of the beer produced is consumed on the premises, but also allows “brewpub” to sell its products at retail for off-site consumption, (iv) specialty and/or boutique wine and craft beer shops that allow for on-site and off-site consumption, and (v) apartments and condominiums are permitted above the first floor of buildings together with all accessory uses permitted in the RG-2 District conditioned upon accessory uses being located within the footprint of the building.

Specific exclusions: (i) landscape services, and (ii) coin operated laundry.

- *Permitted Square Footage.* 10075,000 square feet maximum.
- *Permitted Lot Coverage:* N/A
- *Permitted Height:* 40'
- *Parking:* Parking requirements shall comply with the requirements of Tables 1 and 2 as applicable in City of Cayce Zoning Ordinance; however, shared parking is permitted where at least two uses that have different parking demand peaking characteristics as determined by the Planning Director. The actual reduction for such a project should be determined through an analysis of parking demands by time of day. Additionally, on-street parking within the Private Road R/W of the PDD may be utilized to satisfy parking requirements above, provided however, that the allocation of such parking to a given parcel is clearly documented by the property owner and submitted to the Planning Director for the purposes of monitoring compliance with this provision...
- *Setback Requirements:* None.

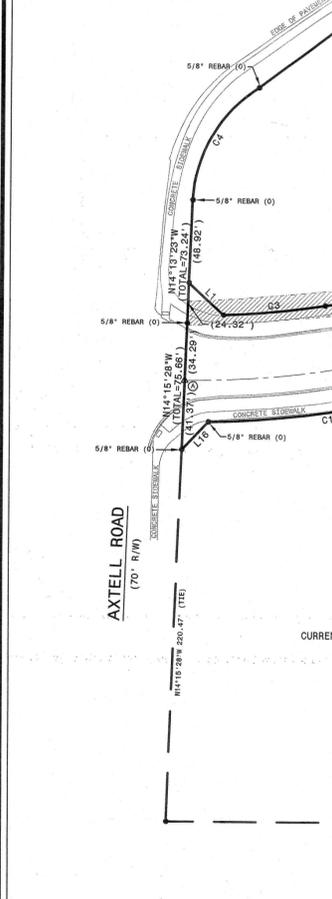
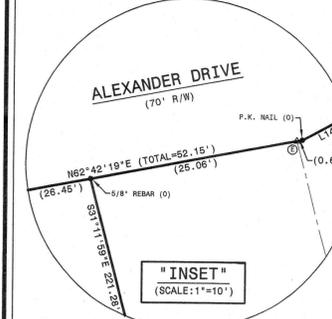
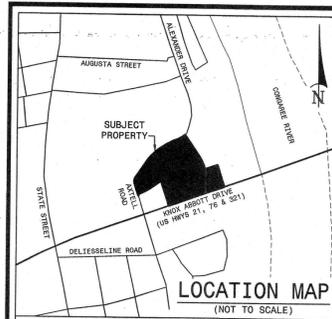
- *Signage:* Location, area, type, and height shall be as allowed in C-3 Zoning District.
- *Common Open Space:* Where applicable, requirements for Common Open Space may be provided on Parcel F.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required. However, Article 10 of the City of Cayce Zoning Ordinance shall apply to the property line along Knox Abbott Drive only, and only in locations where parking facilities abut Knox Abbott Drive.

Parcel F

- *Permitted Uses:* Passive recreation and open space, as well as uses in NAICS 7111, 711510, and 712120. Any permanent permitted uses require the approval of the Planning Director.
- *Permitted Square Footage:* N/A
- *Permitted Height:* N/A
- *Parking:* No parking required.
- *Setback Requirements:* None.
- *Signage:* No advertising signs permitted. Educational and/or interpretive signage (including historic markers) shall be specifically allowed.
- *Landscaping:* Landscaping shall be as required in City of Cayce Zoning Ordinance with the exception that there shall be no buffer yards required.

Private Road R/W

- *Permitted Uses:* Vehicular and pedestrian circulation, parking, furnishings, fixtures, and utilities.
- *Signage:* Permitted signage shall be limited to street signs, wayfinding signs, interpretive signs, and historic markers. Monument style directories located at entrances to the PDD shall also be allowed. Square footage and height of all signs shall comply with the C-3 Zoning District.



LINE	BEARING	DISTANCE
L1	N63°53'26"W	28.16'
L2	N42°58'39"E	45.55'
L3	N47°52'44"E	49.48'
L4	N51°37'53"E	50.61'
L5	N55°29'25"E	46.82'
L6	N59°15'15"E	48.17'
L7	N61°24'45"E	51.24'
L8	N66°36'33"E	47.64'
L9	N69°33'34"E	48.94'
L10	N69°41'11"E	29.23'
L11	N69°44'42"E	22.86'
L12	S28°42'48"W	35.43'
L13	N15°21'33"W	38.32'
L14	N45°12'21"E	25.06'
L15	N45°12'21"E	31.96'
L16	S27°19'53"W	22.81'
L17	S74°42'03"W	50.00'
L18	N60°18'46"W	31.73'
L19	S31°11'59"E	27.14'
L20	S15°21'33"E	38.27'
L21	S03°09'27"E	20.57'
L22	S15°19'05"E	47.64'
L23	S15°20'07"E	7.78'

LINE	BEARING	DISTANCE
B-C	N68°00'20"E	403.26'
C-D	N68°00'20"E	244.52'

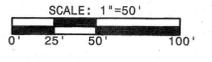
LINE	BEARING	DISTANCE
L-H	N74°40'55"E	219.48'
H-I	N74°40'55"E	178.53'

LINE	BEARING	DISTANCE
E-G	S31°11'59"E	255.57'
D-F	S31°11'59"E	64.15'
G-H	S15°21'33"E	74.80'

LINE	BEARING	DISTANCE
J-K	N15°18'05"W	172.59'
M-C	N51°59'40"W	136.17'

CURVE DELTA ANGLE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD DISTANCE
A-B	S15°24'18"	N65°47'28"E	565.00'	153.55'
F-G	S15°50'25"	S23°16'46"E	300.00'	82.94'

CURVE DELTA ANGLE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD DISTANCE
K-L	S13°09'43"	N21°53'59"W	300.00'	88.92'
L-M	S03°30'46"	N30°14'17"W	300.00'	18.39'



PARCEL "A-2"	1.889 ACRES/82,275 SQ. FT.
PARCEL "B"	3.840 ACRES/167,270 SQ. FT.
PARCEL "E"	1.764 ACRES/76,831 SQ. FT.
PARCEL "F"	0.591 ACRE/25,756 SQ. FT.
PRIVATE ROAD R/W	(RICHARDSON STREET, BEEHIVE DRIVE, KILN COURT & BRICKWORKS DRIVE)
2.380 ACRES/103,664 SQ. FT.	
TOTAL AREA = 10.464 ACRES/455,796 SQ. FT.	

OWNER/DEVELOPER	ENGINEER	WATER & SANITARY SEWER SERVICE
BRICKWORKS ASSOCIATES, LLC THOMPSON & COMPANY, INC. C/O MR. CHARLES THOMPSON P.O. BOX 50909 COLUMBIA, SC 29250 TELEPHONE: (803)254-2125	WK DICKSON 1001 PINNACLE POINT DRIVE SUITE 110 COLUMBIA, SC 29223 TELEPHONE: (803)786-4261	THE CITY OF CAYCE 1800 12TH STREET EXTENSION P.O. BOX 2004 CAYCE, SC 29017 TELEPHONE: (803)796-9020

FINAL PLATT APPROVED
DATE: 10/19/11
CITY OF CAYCE
PLANNING & DEVELOPMENT

LEXINGTON COUNTY
PLANNING COMMISSION
OCT 24 2011

HGBD SURVEYORS, LLC
COLUMBIA, SC
MOUNT PLEASANT, SC
1219 ASSEMBLY STREET
COLUMBIA, SC 29204
PHONE: (803)799-1499
FAX: (803)848-7602

HGBD SURVEYORS, LLC
No. C03083
SOUTH CAROLINA
REGISTERED PROFESSIONAL LAND SURVEYOR

HGBD
A Bell Company

REVISIONS:
1) JUNE 30, 2011 - VARIOUS CHANGES AND ADDITIONS.
T.M.S. NO. 004648-03-029
BOOK 175-1
S.F. 57 No. 21

FINAL SUBDIVISION PLAT OF
THE BRICKWORKS
PREPARED FOR
BRICKWORKS ASSOCIATES, LLC
LEXINGTON COUNTY, CITY OF CAYCE, SOUTH CAROLINA

DATE: MARCH 24, 2010
PROJ. #: 308104507
SURVEY: # 09092001-A725
SCALE: 1" = 50'

- NOTES:**
- THIS IS NOT A VALID, TRUE COPY UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE EMBOSSED SEAL OF THE PROFESSIONAL LAND SURVEYOR NAMED HEREON.
 - THIS SURVEY IS BASED ON THE REFERENCES LISTED HEREON ONLY. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL FACTS WHICH WOULD BE REVEALED BY A CURRENT AND ACCURATE TITLE SEARCH.
 - ANY UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE AND DRAWINGS WHICH WERE IN THE POSSESSION OF HGBD SURVEYORS, LLC AT THE TIME OF THIS SURVEY. HGBD SURVEYORS, LLC HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES AND MAKES NO REPRESENTATION THAT THOSE SHOWN HEREON COMPRISE ALL OFF THE UNDERGROUND UTILITIES WHICH MAY EXIST ON THIS SITE.
 - REBAR DENOTES A 5/8" REBAR (N), UNLESS OTHERWISE NOTED.
 - OTHER IMPROVEMENTS AND UTILITIES NOT SHOWN.
 - THE SUBJECT PROPERTY IS CURRENTLY ZONED: PLANNED DEVELOPMENT DISTRICT - MIXED USE (PDD-MU).
 - ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE.
 - TOTAL AREA = 10.464 ACRES/455,796 SQ. FT.
 - TOTAL NUMBER OF LOTS = 4.
 - TOTAL AREA OF LOTS = 8.084 ACRES/351,132 SQ. FT.
 - TOTAL AREA OF PRIVATE ROAD R/W = 2.380 ACRES/103,664 SQ. FT.
 - AT THE TIME OF THIS SURVEY, HGBD SURVEYORS, LLC HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES AND MAKES NO REPRESENTATION THAT THOSE SHOWN HEREON COMPRISE ALL OFF THE UNDERGROUND UTILITIES WHICH MAY EXIST ON THIS SITE.
 - THE FILING OF THIS PLAT DOES NOT CONSTITUTE AN OFFER OF DEDICATION TO THE PUBLIC OF THE STREET, DRIVES OR COURT SHOWN THEREON OR A PRIVATE DEDICATION OF THE STREET, DRIVES OR COURT SHOWN THEREON FOR THE USE OF THE OWNERS OF ANY PARCELS (OR PORTIONS THEREOF) WITHIN THE SUBDIVISION.

SOUTH CAROLINA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 16820
Tier A
JODDIE B. PORTH

I HEREBY STATE THAT I HAVE EXAMINED FEMA FLOOD INSURANCE RATE MAP NO. 45083C0281 G, PANEL 281 OF 575, BEARING A REVISED DATE OF FEBRUARY 20, 2002 AND HAVE DETERMINED BY GRAPHICAL PLOTTING AND SCALING ONLY, THAT THIS PROPERTY LIES WITHIN A ZONE "X" AND A ZONE "AE" FLOODWAY.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JODDIE B. PORTH P.L.S. NO. 16820

Memorandum

To: Mayor and Council

From: Rebecca Vance, City Manager
Carroll Williamson, Planning and Development Director

Date: November 1, 2017

Subject: Public Hearing and First Reading of an Ordinance to amend the Development Agreement between the City of Cayce and Lexington County School District Two for additional property and land use development of Brookland-Cayce High School

ISSUE

Council approval is needed for the First Reading of an Ordinance to amend the development agreement with Lexington County School District Two for additional property and land use development of Brookland-Cayce High School (BCHS).

BACKGROUND/DISCUSSION

In January, 2013, City Council and Lexington County School District Two entered into a development agreement. This agreement dictates the terms under which BCHS can facilitate further development. In December 2016, Lexington County School District Two purchased 613 Knox Abbott Drive (TMS# 004649-01-011) and City Council rezoned the parcel from C-3 to DAD (Development Agreement District). The School District has plans to build an indoor sports arena on this new property. This property and the use of an indoor sports arena are not included in the current development agreement.

The proposed changes are a major modification of the language in the agreement, which requires a Public Notice and Public Hearing. The Public Notice was advertised on October 19. The amendment will adopt a new Exhibit A Legal Description, Exhibit B Background Information, Exhibit C Site Analysis, Exhibit E Internal Landscaping Plan of the existing stadium, Exhibit F Architectural Renderings of the indoor sports arena, and Exhibit G Internal Landscaping Plan for the indoor sports arena.

RECOMMENDATION

Staff recommends Council approve First Reading of an Ordinance to amend the development agreement with Lexington County School District Two for additional property and land use development of Brookland-Cayce High School.

Second reading and adoption: _____

Approved as to form: _____
Danny C. Crowe, City Attorney

BROOKLAND-CAYCE HIGH SCHOOL
DEVELOPMENT AGREEMENT
BY AND BETWEEN

LEXINGTON COUNTY SCHOOL DISTRICT TWO
AND
CITY OF CAYCE, SOUTH CAROLINA

Adopted February 5, 2013
Amended November 7, 2017

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
LEXINGTON COUNTY SCHOOL DISTRICT TWO
AND
CITY OF CAYCE, SOUTH CAROLINA**

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EXHIBITS

- Exhibit A** Legal Description of Real Property.
- Exhibit B** Background Information for Brookland-Cayce High School as amended 2017.
- Exhibit C** Site Analysis Plat of Brookland-Cayce High School prepared by Jumper Carter Sease Architects as amended 2017.
- Exhibit D** Architectural Renderings of the Stadium as provided by Jumper Carter Sease Architects dated September 14, 2012.
- Exhibit E** Internal Landscaping Plan for the Athletic Stadium provided by Jumper Carter Sease Architects as amended 2013.
- Exhibit F** Architectural Renderings of the Indoor Sports Arena as provided by Jumper Carter Sease Architects dated 2017
- Exhibit G** Internal Landscaping Plan for the Indoor Sports Arena provided by Jumper Carter Sease Architects dated 2017

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the ____ day of _____, 2017 (the "Effective Date"), by and between Lexington County School District Two, a South Carolina public school district ("Property Owner"), and the City of Cayce, a political subdivision of the State of South Carolina (the "City"). The City and Property Owner are sometimes separately referred to in this Agreement as a "Party" or jointly referred to as the "Parties."

RECITALS

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables municipalities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

- II. Pursuant to the Act, the City conducted public hearings regarding its consideration of the original Agreement on January 16, 2013, and on February 5, 2013, and this amended agreement on November 7, 2017, after publishing and announcing notice, in accordance with the Act and the City's current development and zoning ordinances.

- III. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement, execute all necessary documents, and to act reasonably and expeditiously in all performances required under the Agreement.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. Legal Description of the Property: The property subject to this Agreement currently consists of approximately twenty-nine and eight hundred ninety-seven thousandths (29.897) acres of highland. A legal description of the Property is set forth in Exhibit A. The parcel included in this legal description, along with any other parcel which is reasonably construed to be included in this DAD shall be the property subject to this Agreement. The boundary lines of this property are shown on the site analysis contained in Exhibit C. A background of the property is contained in Exhibit B. The Property Owner may notify the City from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the City Clerk provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10 et seq.

2. Duration of Agreement and Time for Development: In accord with S.C. Code Section 6-31-40, the term of this Agreement is not to exceed five years.

- a. The construction of the athletic stadium ("the Project") was substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) in 2014. Once constructed, the right to use the property for its intended and designated use was vested. The intent of the Parties is that the stadium will be a multi-sport and multi-use athletic stadium as further described in Paragraph 8 on pages 7 and 8 of this Agreement. The City may extend time upon request and upon showing of good cause by the Property Owner, or by agreement of the parties.
- b. The property owner projects that by the year 2020 the construction of the indoor sports arena should be substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses). Once constructed, the right to use the property for its intended and designated use shall be vested. The intent of the Parties is that the arena will be a multi-sport and multi-use indoor sports arena as further described in Paragraph 8 of this agreement. The City may extend time upon request and upon showing of good cause by the Property Owner, or by agreement of the parties.

3. Parties. Parties to this Agreement are the Property Owner and the City. The legal and equitable owner of the property is Lexington County School District Two.

- a. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.
- b. Intent of the Parties. The City and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The City and the Property Owner are entering in to this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10 et seq.

4. Consistency with the City’s Comprehensive Plan and development and zoning ordinances. This Agreement is consistent with the City’s Comprehensive Plan adopted May 6, 2010 (amended October 6, 2015), and current development and zoning ordinances. Whenever express or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the current development and zoning ordinances, the standard set forth in the current development and zoning ordinances and the standard set forth in this Agreement shall, to the extent possible, be considered in *pari materia* to give effect to both the current development and zoning ordinances and *this Agreement*; provided, however, that in the event of a conflict, and subject to the provisions of Section 6-31-80, the standards set forth in this Agreement shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or current development and zoning ordinances is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to City Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

5. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after allowing procedures required by S.C. Code Section 6-31-10, et seq.

This Agreement shall not be construed to create a debt of the City as referenced in Section 6-31-145.

6. Applicable Land Use Regulations.

(a) Applicable Laws and development and zoning ordinances. Except as otherwise provided by this Agreement or by Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement. The City shall not apply subsequently adopted Laws and development and zoning ordinances to the Development of the Real Property or the Project unless the City has held a public hearing and has determined: (1) the proposed, subsequent Laws or development and zoning ordinances are not in conflict with the Laws or development and zoning ordinances governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or development and zoning ordinances are essential to the public health, safety, or welfare and the proposed, subsequent Laws or development and zoning ordinances expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or development and zoning ordinances are specifically anticipated and provided for in this Agreement; (4) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the City which it, in Property Owner's sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Property Owner shall become part of the current development and zoning ordinances.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development and Use of the Real Property.

7. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, or should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the City to

exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that laws applicable to the Development of the Real Property shall be subject to Section 6(a).

8. Permitted Uses. The permitted uses in this zoning district shall include the following:

- a. A Comprehensive High School identified in the NAICS Manual as 6111, Secondary Schools. The following specific uses are permitted:
 - i. Instructional classrooms, laboratories, and vocational training;
 - ii. Media service facilities;
 - iii. Fine arts facilities;
 - iv. Food service operations;
 - v. Gymnasiums;
 - vi. Physical education facilities;
 - vii. Auditoriums;
 - viii. Indoor sports arena;
 - ix. ROTC classrooms and drill areas;
 - x. Athletic facilities and practice fields for sports such as soccer, basketball, football, band practice, baseball fields, softball fields, tennis courts, swimming; with field houses, ticket booths, concession stand sales and storage;
 - xi. Bus loading and unloading areas;
 - xii. Student drop-off and pick up areas
 - xiii. Administrative facilities;
 - xiv. Off-street parking for students and faculty;
 - xv. Any related uses customarily part of or incidental to the operation of a comprehensive high school;
 - xvi. Any facilities as noted in section 1 above that exceed seating or holding capacity of two (2) times the projected enrollment of the school shall be deemed a "spectator sport" as designated in NAICS 7112 and appropriate safeguards shall be required such as additional parking, screening and safeguards to prevent encroachment onto adjacent properties not under the control of the school. Any use of a "spectator sport" facility shall relate to activities of high school students and shall not include professional entertainment or sporting activities.

- b. Density and Seating Capacity. Building coverage shall not exceed 40 percent of the land area. Seating capacity of the largest assembly area shall not exceed 5000 people.
- c. Building Development Standards. The criteria for development standards shall be in accordance with Section 6.10-3 and shall be as follows:
 - a. Applicable to Knox Abbott Drive: Walkways shall be provided between the building entrance and the sidewalk. No portion of the building constructed of unadorned masonry or metal siding shall front on or face Knox Abbott Drive. The colors of the structures shall be consistent with the character of development, and all service utility lines shall be placed underground.
- d. Buffers, Fencing, Signage, and Landscaping.
 - a. Buffers: The required setback area (yard) shall be completely landscaped, in accord with the Guidelines contained in Article 10.
 - b. Fencing: The wall facing Knox Abbott Drive shall feature a brick work and black iron work gates, consistent with existing architecture and in accordance with the architectural renderings attached as Exhibit D, and shall serve as an entry and exit for emergency response vehicles and opposing athletic teams.
 - c. Signage: Signage shall be in accord with the requirements for signage in the C-3 District, except that advertising signs shall be limited to outfield fences and scoreboards, existing signs shall not be expanded in height, area or characteristics, and any signage, either fronting, facing or visible from adjacent Public Right-of-Way shall conform to the predominate signage criteria or zoning of the immediate adjacent and/or contiguous area.
 - d. Landscaping: All internal landscaping pertaining to the athletic stadium shall conform to the landscape plan attached as Exhibit E. All internal landscaping pertaining to the Indoor Sports Arena shall conform to the landscape plan attached as Exhibit G.
- e. Building Intensities and Heights:
 - a. Fencing: The fencing shall conform to the fencing pattern shown on the architectural plans attached as Exhibit D. The fencing shall feature brick

with iron work detail and shall be aesthetically consistent with the existing architecture.

- b. Stadium: The stadium shall be constructed in a manner consistent with the existing architecture, not to exceed a height of forty five feet (45') on the property and in accordance with the architectural renderings attached as Exhibit D.
- c. Lighting: On-site security and safety lighting will conform to the lighting plan which is part of the Site Development Plan. Fixtures will not be more than 25 feet in height. On-site lighting for athletic events will conform to the standards of the South Carolina High School League but will not exceed eighty feet in height. The stadium shall feature environmentally efficient lighting and light structures. The lighting will be "green" athletic field lighting which reduces light spillage by 50%. This type of lighting will provide innovative photometric improvements of the pole top luminary which will result in substantially more efficient light control. All lighting shall be shielded to direct the light internally and away from off-site properties.
- d. Press Box: The press box shall conform to the architectural rendering attached as Exhibit D.
- e. Indoor Sports Arena- The indoor sports arena shall conform to the architectural rendering attached as Exhibit F.

f. Traffic Considerations: Pedestrian circulation shall conform to the pedestrian circulation pattern shown on the attached architectural plans. Vehicular circulation shall conform to the circulation pattern shown in the attached architectural plans. Speed bumps may be installed on internal driveways if deemed necessary to public safety by the owner. Upon completion of the plan, vehicular traffic shall not be permitted from the Knox Abbot Drive frontage, with the exception of the gates used for the entry and exit for opposing athletic teams and emergency vehicles. The City Department of Public Safety shall be granted keys and codes to all access points for public safety purposes.

g. Parking and Loading: Off-street parking and loading shall be as shown on the Master Site Plan which is the site analysis map attached to this Agreement as Exhibit C. The number of off-street parking spaces will be at least the number required by the Cayce Zoning Ordinance for Secondary Schools, i.e. (5) per classroom plus ten (10) administrative spaces. The standard would require 387 off-street spaces. With the completion of the Master Site Plan, the total off-street parking spaces will be 513. Overflow parking, when required by occasional special events, will be accommodated on

the open spaces on the site such as outfields, practice areas, and other practical areas. These areas will accommodate an additional 452 spaces when necessary which will bring the total on-site/off-street parking spaces to 965 spaces. In accord with Section 6.6, Table 2, of the Zoning Ordinance, the total number of on-site/off-street parking spaces for special events shall be no less than 965 spaces. These spaces shall be as shown and defined on the attached Exhibit C.

Offsite parking while not included in the minimum spaces required by the Agreement, includes approximately 200 spaces south of Knox Abbott Drive that are customarily used for major events such as the functions held at the athletic stadium which has the largest seating capacity on the campus of 5000 people. Off-site parking that is obtained by license, permit or other written agreement may be utilized for any required parking.

h. Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs.

9. Public Facilities: All service utility lines shall be placed underground. All other public facilities shall be constructed in accordance with all applicable building codes, regulations, and public health and safety requirements.
10. Reservation or Dedication of Land for Public Use: Any reservation or dedication of the property for public purposes and any required or permitted environmental protection provision shall be determined by the parties. If necessary, an environmental impact study may be required.
11. Environmental Protection Provisions: The Property Owner agrees to construct and maintain the property and structures in accordance with all applicable Department of Health and Environment Control requirements.
12. Local Permits: The Property Owner will procure any necessary and required permits from the County of Lexington, City of Cayce, Department of Health and Environmental Control, OSF, and any other necessary governmental agencies. Failure to list and procure a permit does not relieve the Property Owner from complying with law.
13. Development: Development shall be consistent with the Master Site Plan, the City of Cayce's Comprehensive Plan adopted May 6, 2010 (amended October 6, 2015), and development and zoning ordinances. If at any time the proposed development is determined to not be in compliance with the above, no action can

be taken by Property Owner until such time as the Plan is amended by Planning Commission and City Council action.

14. Conditions for Public Health, Safety, and Welfare: All facilities shall be constructed to meet all applicable health, safety, and building codes regulating the public health, safety, and welfare.
15. Historic Preservation Provisions: All characteristics of the new facility shall be developed to be consistent with the existing architecture and all applicable existing historic preservation provisions to ensure the preservation and/or restoration of historic structures.
16. Administration of Agreement: The City of Cayce, South Carolina shall be responsible for the overall administration of this agreement.
17. Provision for Application of Anticipated New Laws: Property Owner and the City will continue to develop the DAD in anticipation for any new laws, and both agree to cooperate in the revision of the Agreement to accommodate all new laws and regulations.
18. Procedures for Periodic Review: The City Manager or the designee of the City Manager shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.
 - a. Notice of Breach: If, as a result of its periodic review or at any other time, the City finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.
 - b. Termination: If the Property Owner fails to cure any material breach within the time given, then the City unilaterally may terminate or modify this Agreement; provided, that the City has first given the Property Owner the opportunity: (1) to rebut the City's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the City with respect to the findings and determinations.
19. Procedures for Notice of Breach and Termination

- a. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.
- b. Severability. Subject to the Provisions of Section 6-31-150 if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- c. Merger: This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.
- d. Actions by Third Parties: In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.
- e. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.
- f. Remedies. Each Party recognizes that the other party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the City of Property Owner's Fifth Amendment rights. The City will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Property Owner, and further agrees that no limited partner, member or agent of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the

City's assets as to any rights it may have against the City under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the City, its City Council members, agencies, boards, or commissions.

- g. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with Lexington County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.
- h. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

20. City Approval of Agreement. The City Council must approve the Agreement under the process set forth in Section 6-31-50 of the Act.

21. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement, said document to be in recordable form and provided to the City at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This Agreement shall also be binding on the City and all future City Councils for the duration of this Agreement, even if the City Council members change.

22. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibit C attached

hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(d) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation contained herein.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(f) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City: Rebecca Vance, City Manager
1800 12th St. Ext
Cayce, SC 29033

With copies to: City Council

1800 12th St. Ext
Cayce, SC 29033

To the Property Owner:

With copy to:

(g) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

SIGNATURES

WITNESS AS TO BOARD:

LEXINGTON COUNTY SCHOOL
DISTRICT TWO BOARD OF TRUSTEES

By: _____

Chair

WITNESS AS TO COUNCIL:

CITY COUNCIL OF THE
CITY OF CAYCE

By: _____

Mayor

EXHIBIT A

Legal Description of the Property

All that certain piece, parcel, or tract of land with all improvements thereon, situate, lying and being in the City of Cayce, County of Lexington, State of South Carolina, containing 26.8 acres more or less as shown on the Boundary Map attached herein and incorporated in this description by reference as "Boundary Map." The property being bounded now formally as depicted in the Boundary Map as follows: Northeast by Lot of Swampland Property Holdings, LLC; East by Lot of Tim A. Jur and Sara J. Jur; East by State Street; South and East by Karlaney Avenue; South by Lot of David F. Herring; South by Lot of Huai-Ann Tan; South by Lot of Rhoda G. Johnson; South by Lot of Craig B. Aull and Donald K. Aull; South by Lot of Marcia H. Keller; South by Maurice E. Dunlap; West by 7th Street; Northwest by Lot of Brookland-Cayce School District Number Two; North and West by Lot of Masters Associates, LLC; North and West by Lot of 549 Knox Abbott, LLC; and North by Knox Abbott Drive.

TMS NO.: 004649-02-003

Derivation: This being lands conveyed to the Trustees of Lexington School District Two, formerly known as School District 29 and sometimes known as Brookland Cayce School District by the following conveyances: By Deed from Prime Investments Incorporated dated March 12, 1998, and recorded in Book 4599 at Page 185; By Deed from Peggy S. Melton dated March 16, 1998, and recorded in Book 4573 at Page 300; By Deed from Jane G. Thompson and David W. Robinson as Executors and Trustees under the Will of Elizabeth Guion dated January 6, 1956, and recorded in Book 81 at Page 591; By Deed from Jane G. Thompson as Substituted Trustee under the Will of Mary Guinyard dated November 29, 1955, recorded in Book 81 at Page 316; By Deed of Jane G. Thompson dated November 29, 1955, and recorded in Book 81 at Page 312; By Deed from Lexington Holding Company dated October 14, 1955, and recorded in Book 8H at Page 403; By Deed from Lexington Holding Company dated January 24, 1955, and recorded in Book 8A at Page 70; By Deed from Lexington Holding Company dated January 1, 1955, and recorded in Book 8A at Page 51; By Deed from R.B. Watson, Jr., dated May 22, 1954, and recorded in Book 7W at Page 17; By Deed from Lexington Holding Company dated December 23, 1952, and recorded in Book 7U at Page 25; By Deed from Lexington Holding Company dated May 12, 1952, and recorded in Book 6N at Page 485; and By Deed from Lexington Holding Company dated May 4, 1931, and recorded in Book 4P at Page 161.

AND

All that certain piece, parcel or tract of land, situate, lying and being in the City of Cayce, County of Lexington, State of South Carolina, shown and designated as 134,905 square feet or 3.097 acres on a plat prepared for J. Roger Hammond, MEI 2 PROPERTIES, L.P., Commonwealth Land Title Insurance Company, and LW-SSP 7, L.P., with metes and bounds, referenced in Exhibit A to the Limited Warranty Deed to Lexington County School District Two, referenced below, and shown and designated as 3.10 acres, more or less, on a Boundary Survey prepared for Lexington County School District Two, by W.K. Dickson, by Karl E. Alewine, SC PLS No. 22740, dated August 31, 2016, with metes and bounds, and recorded in the Lexington County Register of Deeds office in Plat Book 18696, at Page 23, and referenced in Exhibit A to the Quit-Claim Deed to Lexington County School District Two, referenced below.

TMS No.: 004649-01-011 and 004649-01-013

Derivation: This being the same property conveyed to Lexington County School District Two by the following conveyances: By Limited Warranty Deed of Masters Associates, LLC, dated September 29, 2016, and recorded October 19, 2016, in Deed Book 18753 at Page 184; and By Quit-Claim Deed of Masters Associates, LLC, dated September 29, 2016, and recorded on October 19, 2016, in Deed Book 18753 at Page 189, all in the office of the Lexington County Register of Deeds.

EXHIBIT B

Background Information

Brookland-Cayce High School campus includes property facing Knox Abbott Drive, Seventh Street, and State Street located in the City of Cayce, South Carolina. The high school has been in operation on this site since 1932. The Lexington County School District Two has acquired adjacent property over the years. The current acreage of the campus is 26.8 acres of highland and includes the area which was at one time a public street named Indigo Avenue which ran between State Street and Seventh Street. The School District intends to add to the site as adjacent property becomes available.

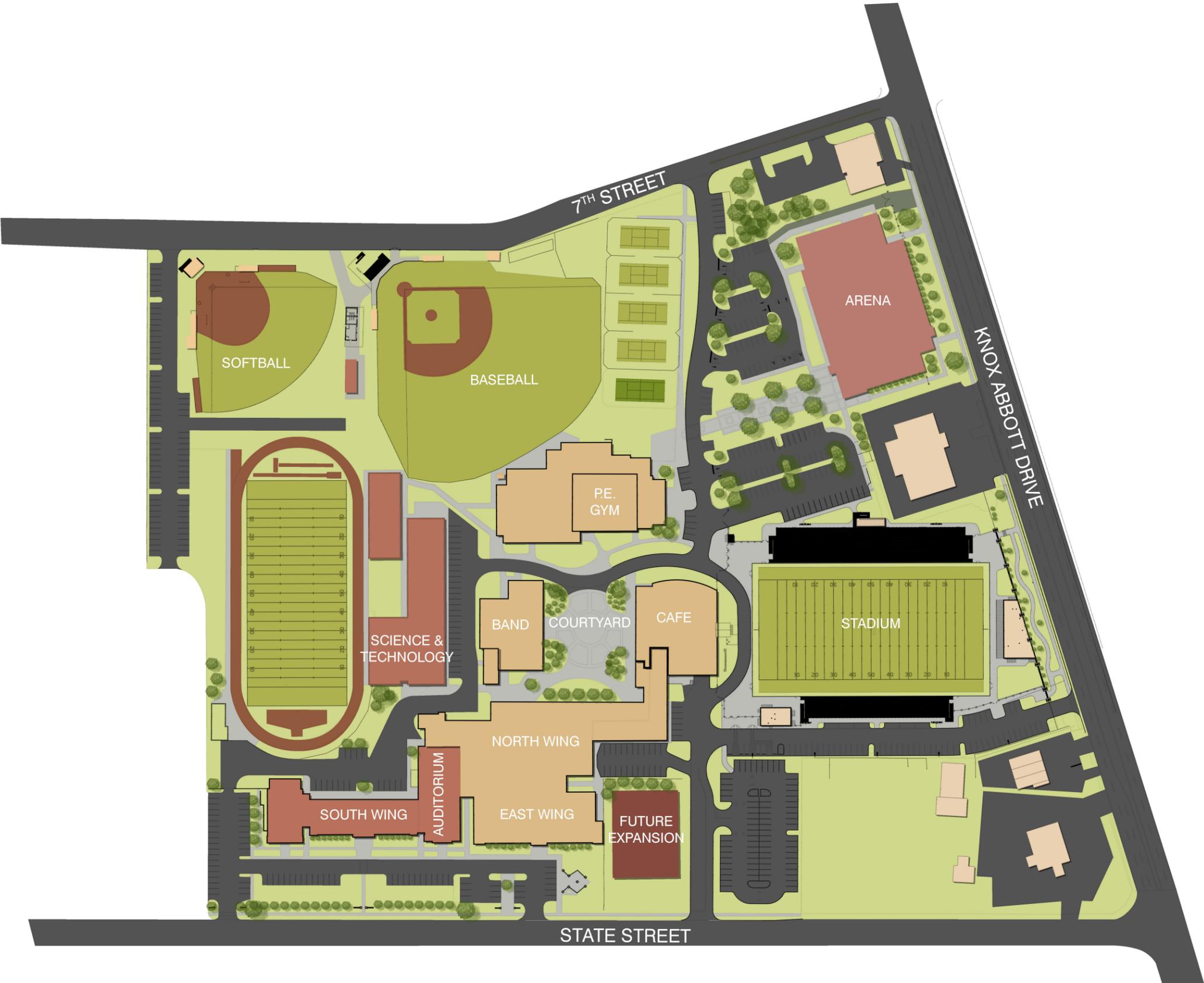
Brookland-Cayce High School is a comprehensive high school which includes the full range of activities associated with such a school: classrooms, administrative areas, media services, food service operations, athletic facilities including basketball, softball, baseball, football, tennis, and soccer practice fields, physical education, field houses, concession stand sales and storage, ticket booths, auditoriums and related facilities. The school has an enrollment of 1,035 students for the 2012-2013 academic year. The school's enrollment was 1,071 students in 2011-2012, 1,130 students in 2010-2011, 1,164 students in 2009-2010, and 1,183 students in 2008-2009.

The Lexington Two School Board of Trustees has a policy to equalize the opportunities at Brookland-Cayce High School and Airport High School to the maximum extent possible.

In 1998, the School District acquired the old Red Carpet Inn property consisting of 5.7 acres between the old Indigo Avenue right-of-way and Knox Abbott Drive for the expansion of the Brookland-Cayce High School campus. This expansion was endorsed and encouraged by Cayce city officials. Additional property was added through the court-brokered settlement agreement. In the process of developing the Master Site Plan it was learned that this property was zoned C-3 which does not permit a secondary school. Zoning Ordinance Amendment PDD-005-06 was adopted by the City of Cayce in 2006. The District now submits this Development Agreement and application to have the high school rezoned as a Development Agreement District.

This agreement has been revised to reflect the updated construction plans of the new athletic stadium and indoor sports arena and to reflect the terms of the Addendum to the Settlement Agreement between the parties.

EXHIBIT C



BROOKLAND-CAYCE HIGH SCHOOL
Master Plan



EXHIBIT D

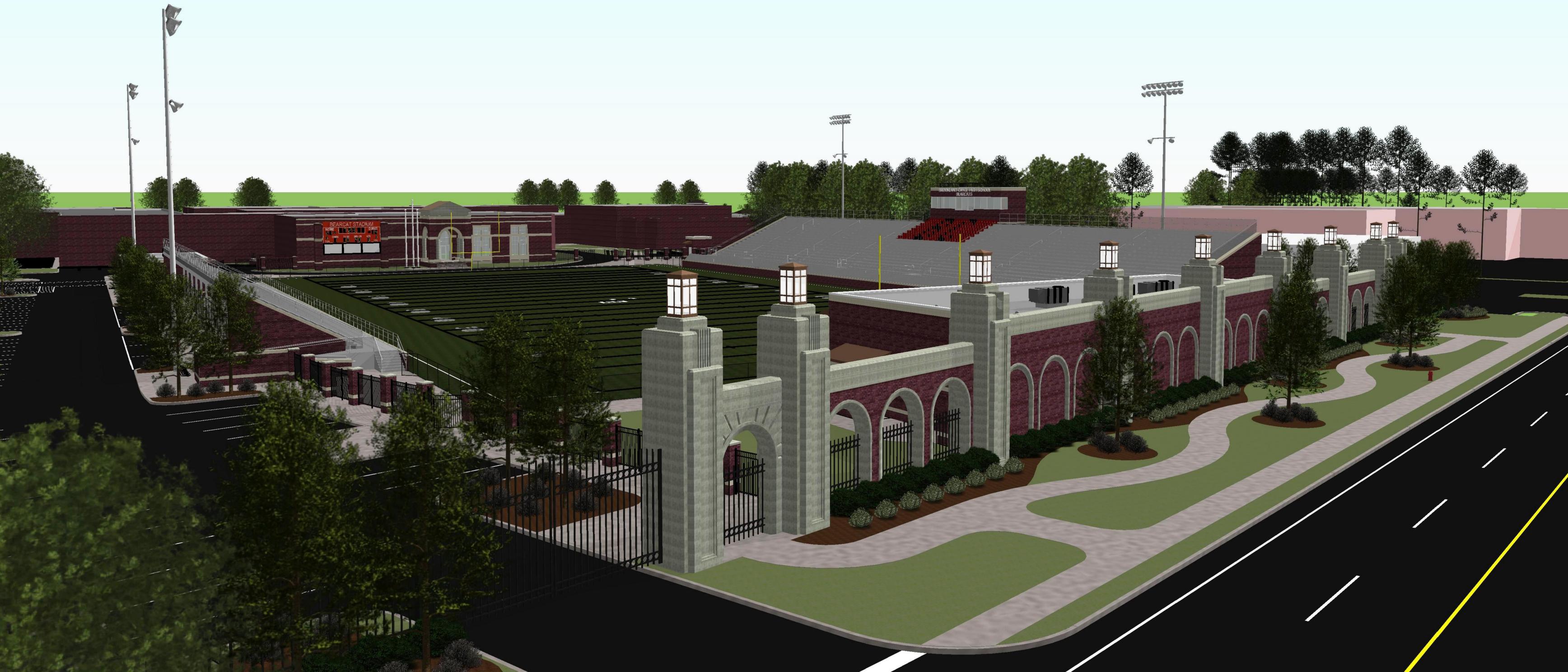
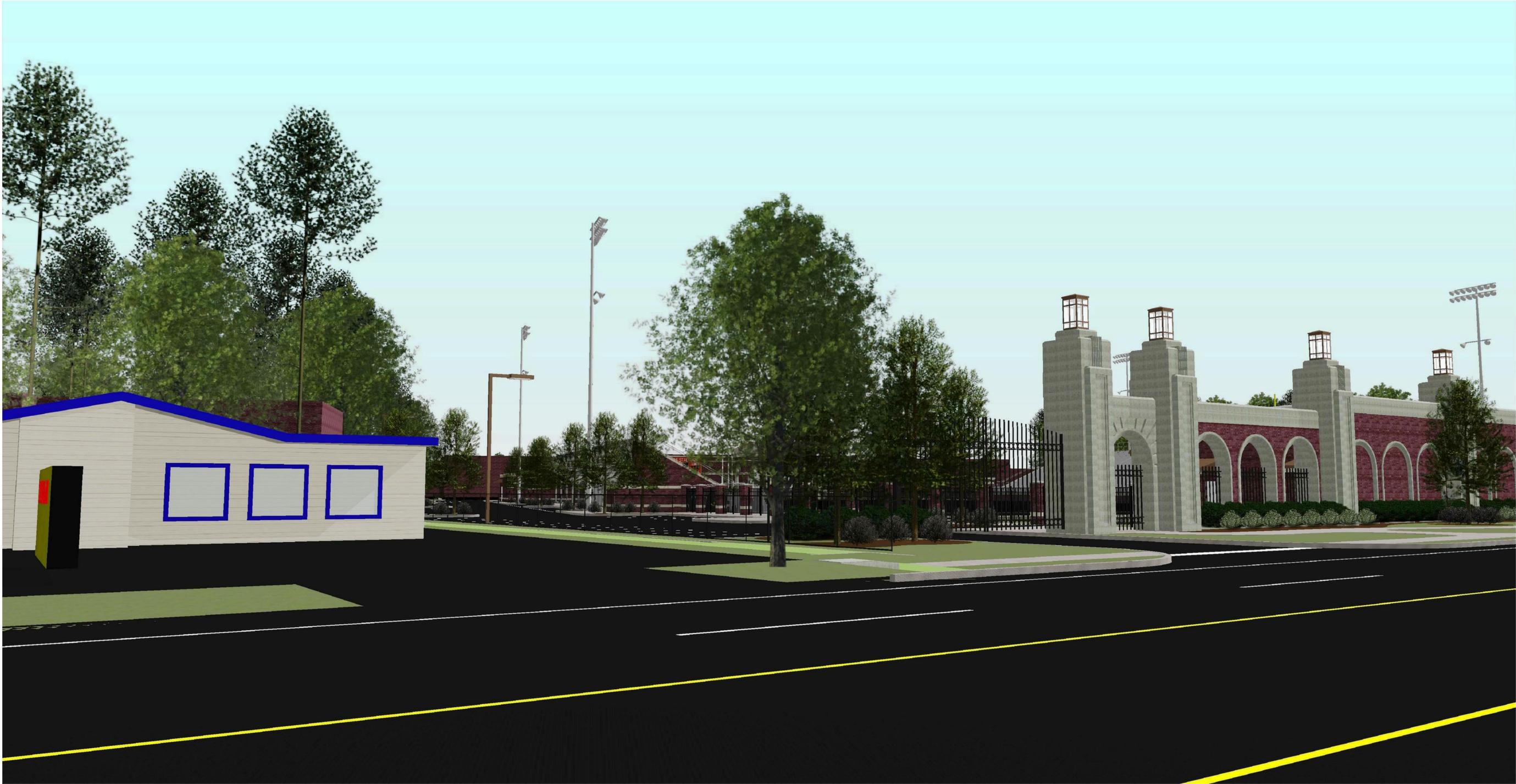


EXHIBIT D



BROOKLAND-CAYCE HIGH SCHOOL



EXHIBIT D



BROOKLAND-CAYCE HIGH SCHOOL

EXHIBIT D



BROOKLAND-CAYCE HIGH SCHOOL

LANDSCAPING NOTES

- 1) SOD IS CENTIPEDE
- 2) MULCH ALL PLANT BEDS AND TREE RINGS WITH 4" PINE STRAW.
- 3) ADHERE TO "LATEST AMERICAN STANDARDS FOR NURSERY STOCK".
- 4) ALL PERVIOUS DISTURBED AREAS SHALL BE SODDED, MULCHED OR PLANT BEDS.
- 5) REMOVE ALL DEAD/BROKEN LIMBS.
- 6) CONTRACTOR SHALL WATER, MOW, WEED PLANT MATERIAL FOR ONE MONTH AFTER SUBSTANTIAL COMPLETION.
- 7) CONTRACTOR SHALL WATER AT NECESSARY RATES TO ACHIEVE ESTABLISHED GROWTH.
- 8) ALL TREES SHALL BE INSTALLED WITH GATORBAGS OR APPROVED EQUAL.
- 9) PREFERRED IRRIGATION IS RAINBIRD. IRRIGATION SLEEVES TO BE 6" SCH 40 PVC WHERE INDICATED.
- 10) TEMPORARY WATERING SHALL BE SUPPLIED BY CONTRACTOR PRIOR TO INSTALLATION OF IRRIGATION.
- 11) GROUND COVER SHALL BE TILLED AND 4" OF PEAT/TOPSOIL MIX SUPPLIED.
- 12) STAKE ALL LARGE DECIDUOUS TREES, OAKS AND PISTACHE.
- 13) ALL SHRUBS AND TREES SHALL BE PLANTED WITH PEAT/TOPSOIL MIX.

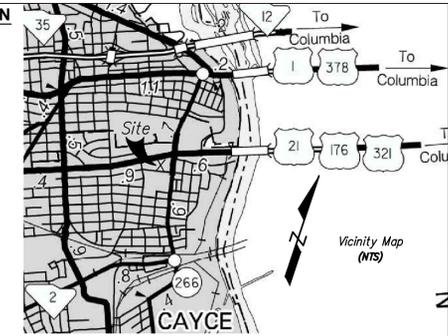
EXHIBIT E

Monument "LEX 334"
Site Elev = 197.85'
(NAVD '88 Elev = 197.10')

Knox Abbott Drive - 100'-R/W
US 21, 321 & 176, SC 302

OWNER'S INFORMATION

LEXINGTON SCHOOL DISTRICT 2
CONTACT: TOMMY KING
1360 WEST DUNBAR
WEST COLUMBIA, SC 29169
P: 803-755-7453
F: 803-739-4063

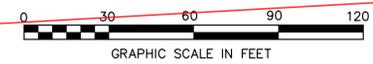


GENERAL NOTES

- 1) THE SITE IS IDENTIFIED AS LEXINGTON COUNTY TAX PARCEL 004649-02-003 (PORTION).
- 2) THE PROJECT SITE IS WITHIN THE CITY LIMITS OF CAYCE.
- 3) THE PROJECT SITE IS ON THE BROOKLAND CAYCE HIGH SCHOOL CAMPUS.
- 4) THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- 5) WE HAVE CONSULTED FIRM MAP NUMBER 450630281G, PANEL 281 OF 575, EFFECTIVE DATE: FEBRUARY 20, 2002, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE PROPERTY IS IN FLOOD HAZARD ZONE X.
- 6) ALL DIMENSIONS REFERENCED TO THE CURB INCLUDING RADII ARE TO THE FACE OF CURB (PARKING LOT SIDE).

REFERENCES

- 1) PARTIAL TOPOGRAPHICAL SURVEY FOR BROOKLAND-CAYCE HIGH SCHOOL OF PROPOSED STADIUM SITE, DATED FEBRUARY 14, 2013, WAS PROVIDED BY SURVEY & MAPPING SERVICES OF SOUTH CAROLINA, INC.



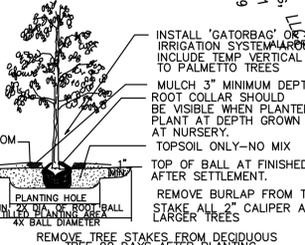
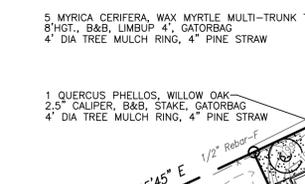
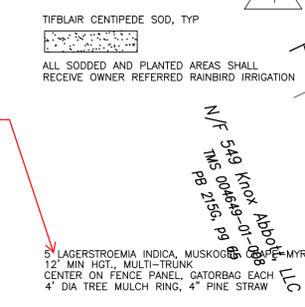
PARKING LOT LAND DISTURBANCE ALREADY PERMITTED BY LEXINGTON COUNTY/SCDHEC (LC PERMIT #11-131)

These trees are acceptable. I just want to make sure everyone knows that they have a potential height of 50 to 80 feet.

N/F Tim A. & Sarah J. Jur
TMS 004649-01-014
Deed Book 12294, pg. 236
Plat Book 11213, pg. 18

We told Council it would look more like this.

This species of tree does not resemble the trees in the rendering. We do not think they will be sufficient to adequately screen the stands from view. We would prefer trees that look more like the ones in the rendering.



These drawings are the property of Jumper Carter Sease Architects PA. No part of these drawings may be copied, reproduced, or used in whole or in part without written consent of the architect. Any infringement will be subject to legal action.

No	Description	Date
1	CAYCE COMMENTS	10/16/13

DRAWN BY:
CHECKED BY:
COMM NO: 10005
DATE: MAY 20, 2013
SHEET TITLE:

LANDSCAPE PLAN
SHEET NO: **L101**

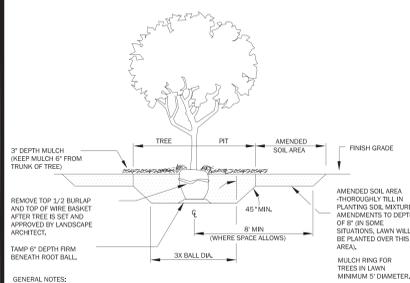
ATHLETIC STADIUM
BROOKLAND-CAYCE HIGH SCHOOL
LEXINGTON SCHOOL DISTRICT TWO
CAYCE, SOUTH CAROLINA



HOME	114	GUEST	87
PERIOD	4	PERIOD	4
TIME	1:36	TIME	1:36
PTS	25	PTS	4
REB	6	REB	1
AST	12	AST	1
STL	4	STL	0
BLK	1	BLK	0

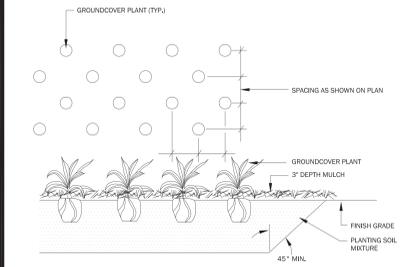


NOTE: CONTACT LANDSCAPE ARCHITECT (LA) IF TREE STAKING IS NECESSARY & LA WILL PROVIDE DETAIL.



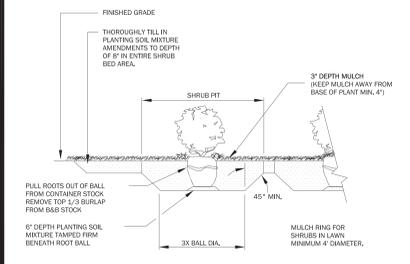
- GENERAL NOTES:
1. PLANT SO THAT TOP OF ROOT BALL IS 2\"/>
 - 2. WORK SOIL TO LOOSE, UNIFORM FINE TEXTURE.
 - 3. BACKFILL TREE PIT AND WATER UNTIL NO MORE WATER IS ABSORBED.
 - 4. HAND TAMP OR PROBE WITH SHOVEL HANDLES TO REMOVE VOIDS.
 - 5. DO NOT WRAP TREE TRUNKS.

1 TYPICAL TREE PLANTING



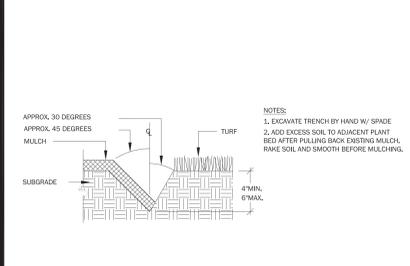
- GENERAL NOTES:
1. THOROUGHLY TILL IN PLANTING SOIL, MIXTURE AMENDMENTS TO DEPTH OF 8\"/>
 - 2. WORK SOIL TO LOOSE, UNIFORM FINE TEXTURE.
 - 3. HAND-TAMP BACKFILL TO REMOVE VOIDS AND AIR POCKETS.
 - 4. WATER IMMEDIATELY AFTER PLANTING UNTIL NO MORE WATER IS ABSORBED.

2 GRASS/GROUNDCOVER PLANTING



- GENERAL NOTES:
1. EXCAVATE TRENCH BY HAND W/ SPADE
 2. ADD EXCESS SOIL TO ADJACENT PLANT BED WATER FILLING BACK CRESTING MULCH. PAKE SOIL AND SMOOTH BEFORE MULCHING.

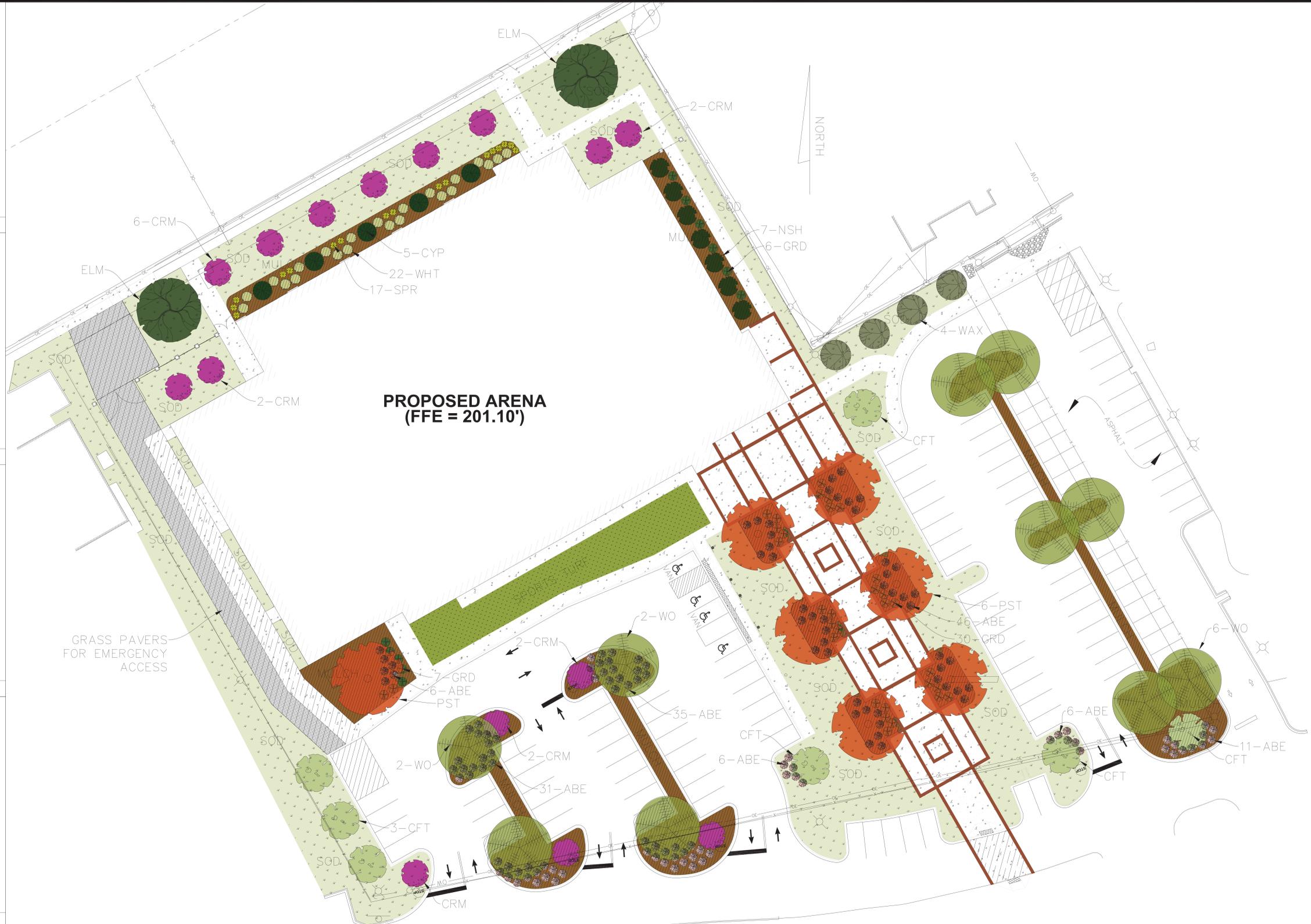
3 TYPICAL SHRUB PLANTING



- GENERAL NOTES:
1. ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK - LATEST EDITION.
 2. ALL PLANT MATERIAL SHALL BE PROVIDED IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF PROFESSIONAL LANDSCAPE ARCHITECTS.
 3. DO NOT STAKE TREES.
 4. ALL PLANT MATERIAL SHALL BE QUANTIFIED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
 5. THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIALS, LABOR, EQUIPMENT, TOOLS AND SUPERVISION REQUIRED FOR THE COMPLETION AS SHOWN ON THIS SHEET.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES AND INSURANCE REQUIRED FOR THE COMPLETION OF THIS PROJECT.
 7. PRESENT PLANTS TO REMAIN SHALL BE PROTECTED AND NOT STAKED.
 8. REMOVE ALL DEAD AND DAMAGED PLANTS IMMEDIATELY AND REPLACE WITH LIKE PLANTS.
 9. TOPICAL SPRAY, IN PARTICULAR, SHOULD BE USED TO PROTECT PLANTS FROM INSECT DAMAGE.
 10. SOIL SHALL BE PLACED OVER A MINIMUM OF 4\"/>
 - 11. ALL SMALL TREES SHALL BE MINIMUM 7\"/>
 - 12. THE CONTRACTOR SHALL VERIFY PLANT QUANTITIES LISTED IN SCHEDULE. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - 13. TREEING SHALL MEAN ARRANGING TREES TO SHOW A PATTERN AND THINNING OF INSIDE BRANCHING - OPEN APPEARANCE.
 - 14. PROVIDE MINIMUM 2\"/>
 - 15. SOIL SHALL BE TOLERANT TO WEEDS - SOIL SHALL BE HAND-WEEDED - WEEDED AND MONITORED ON REGULAR SCHEDULE TO ENSURE GROWTH AND NEAT APPEARANCE. CUT-LINE, PRUNE ROOTS AND FINAL ACCEPTANCE BY OWNER.
 - 16. ALL WEEDS SHALL BE REMOVED.
 - 17. SMALL TREES SHALL HAVE 4\"/>
 - 18. DO NOT STAKE PLANT MATERIAL. PLANTING MATERIALS SHALL BE PLANT MATERIAL OR ONE OF APPROX. 10\"/>
 - 19. PLANT TREES AND SHRUBS IN TRENCHES WITH 20% COMPOST MATERIAL MIX.
 - 20. CONSTRUCTION SHALL BE INSTALLED IN ACCORDANCE WITH GENERAL CONTRACTOR.
 - 21. REMOVE ALL ROOTS 12\"/>
 - 22. "PROTECTIVE" SURFACE AREA MUST BE MINIMUM 10\"/>
 - 23. MULTI-TRUNK TREES SHALL HAVE A MINIMUM OF 3 LEADERS W/ 1\"/>
 - 24. PLANTS SHALL BE PLANTED IN THE SAME OR SIMILAR SOIL AS THE EXISTING PLANTS TO BE REPLACED.
 - 25. PLANT PLUMBING OVER NEWLY INSTALLED CONCRETE WALKWAYS/DROPPED DRIVE DIRECTLY ON NEW DRIVEWAYS OR CURB WALK PLACING TREES OR SOIL.
 - 26. CLEAN PAVEMENT OF ALL GRIT AND DEBRIS DAILY. ALLOW ALL STOCKPILE MATERIAL TO SPREAD OR BASH INTO THE STORM DRAIN SYSTEM.
 - 27. CONFORM TO ALL LOCAL, STATE AND FEDERAL REGULATIONS AND IN PLACE PRIOR TO START OF CONSTRUCTION.
 - 28. INSTALL LOCKABLE PEDAL MOUNT IRRIGATION CONTROL BOX WHERE INDICATED. 2\"/>
 - 29. INSTALL LOCKABLE PEDAL MOUNT IRRIGATION CONTROL BOX WHERE INDICATED. 2\"/>

4 LAWN EDGE DETAIL

LANDSCAPED AREA: 51%



- GENERAL NOTES:
1. ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK - LATEST EDITION.
 2. ALL PLANT MATERIAL SHALL BE PROVIDED IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF PROFESSIONAL LANDSCAPE ARCHITECTS.
 3. DO NOT STAKE TREES.
 4. ALL PLANT MATERIAL SHALL BE QUANTIFIED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
 5. THE WORK SHALL CONSIST OF PROVIDING ALL NECESSARY MATERIALS, LABOR, EQUIPMENT, TOOLS AND SUPERVISION REQUIRED FOR THE COMPLETION AS SHOWN ON THIS SHEET.
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 - 11. ALL SMALL TREES SHALL BE MINIMUM 7\"/>
 - 12. THE CONTRACTOR SHALL VERIFY PLANT QUANTITIES LISTED IN SCHEDULE. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
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 - 16. ALL WEEDS SHALL BE REMOVED.
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 - 18. DO NOT STAKE PLANT MATERIAL. PLANTING MATERIALS SHALL BE PLANT MATERIAL OR ONE OF APPROX. 10\"/>
 - 19. PLANT TREES AND SHRUBS IN TRENCHES WITH 20% COMPOST MATERIAL MIX.
 - 20. CONSTRUCTION SHALL BE INSTALLED IN ACCORDANCE WITH GENERAL CONTRACTOR.
 - 21. REMOVE ALL ROOTS 12\"/>
 - 22. "PROTECTIVE" SURFACE AREA MUST BE MINIMUM 10\"/>
 - 23. MULTI-TRUNK TREES SHALL HAVE A MINIMUM OF 3 LEADERS W/ 1\"/>
 - 24. PLANTS SHALL BE PLANTED IN THE SAME OR SIMILAR SOIL AS THE EXISTING PLANTS TO BE REPLACED.
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 - 27. CONFORM TO ALL LOCAL, STATE AND FEDERAL REGULATIONS AND IN PLACE PRIOR TO START OF CONSTRUCTION.
 - 28. INSTALL LOCKABLE PEDAL MOUNT IRRIGATION CONTROL BOX WHERE INDICATED. 2\"/>
 - 29. INSTALL LOCKABLE PEDAL MOUNT IRRIGATION CONTROL BOX WHERE INDICATED. 2\"/>

LANDSCAPED AREA: 51%

Jumper
Carter
Sease
Architects
PA
412 Meeting Street
West Columbia
South Carolina

BROOKLAND-CAYCE HIGH SCHOOL ARENA
LEXINGTON SCHOOL DISTRICT TWO
CAYCE, SOUTH CAROLINA

REVISIONS:

DRAWN BY: JCS - TS

CHECKED BY:

COMM NO: 15010

DATE: 10 OCT 2017

SHEET TITLE: LANDSCAPING PLAN

SHEET NO: L101

EXHIBIT G

SYM	CODE	GENUS/SPECIES	COMMON NAME	SIZE	HEIGHT	SPREAD	QUAN	COMMENT
ELM		ULMUS PARVIFLORA BOSSOLE	LARGELY ELM	BBB	2' CAL	25' - 45'	2	
MO		GRASSO PHELLO	MILLET GRASS	BBB	2-2" CAL	25' - 50'	10	
MAV		MIRICA CENTENA	MALE MYRTLE, MALE TRUNK, TREEFORM	BBB	8' MIN HGT	8' - 10'	4	LAND UP 4"
CRW		CUPRESSUS SEMPERVERNS	ITALIAN CYPRESS	BBB	10' MIN HGT	10' - 20'	5	
CFT		ORONDIUM REJISUS 'SEMIULATA'	CHINESE FANGLIE TREE	BBB	7' MIN HGT	10' - 20'	7	
PST		PLSTACHA CHINENSIS	CHINESE PESTACHE	BBB	2' CAL/PIV	20' - 30'	7	
CRM		LAGERSTRÖMIA INDICA 'MAGNIFOLIA'	ORANGE MYRTLE	BBB	12' MIN HGT	5' - 10'	10	
NSH		LEX 'NELLE STEVENS'	NELLE STEVENS HOLLY	BBB	7' MIN HGT	8' - 12'	7	LAND UP 3"
MHT		RHYNALOPSESS INDICA ALBA	WHITE HARTBERRY	2 CAL		4' - 6'	22	
ABE		ABELIA 'ROSE OREGON'	ROSE CREEK ABELIA	2 CAL		2' - 4'	141	
SPR		SPREA JAPONICA 'SOLIMANNO'	GOLDENLAND SPREA	2 CAL		3' - 4'	17	
GRD		GARDENIA JASMINOIDES PALLIDUS	SHRUB GARDENIA	2 CAL		2' - 3'	43	
SOD		FREMONTIOLA OMBROSIDES	WILLOW CENTAUREE SOD					APPROX. 21,700 SQ FT

BROOKLAND-CAYCE HIGH SCHOOL
DEVELOPMENT AGREEMENT
BY AND BETWEEN

LEXINGTON COUNTY SCHOOL DISTRICT TWO
AND
CITY OF CAYCE, SOUTH CAROLINA

Adopted February 5, 2013
Amended November 7, 2017 Prepared by:
~~S. Jahue Moore, Esquire~~
~~Amber Cary Fulmer, Esquire~~
~~M. Brooks Biediger, Esquire~~
~~Moore, Taylor, & Thomas, P.A.~~
~~1700 Sunset Boulevard~~
~~West Columbia, SC 29169~~

DEVELOPMENT AGREEMENT
BY AND BETWEEN
LEXINGTON COUNTY SCHOOL DISTRICT TWO
AND
CITY OF CAYCE, SOUTH CAROLINA

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EXHIBITS

- Exhibit A** Legal Description ~~of Real Property and Boundary Map.~~
- Exhibit B** Background Information for Brookland-Cayce High School as amended 2017.
- Exhibit C** Site Analysis Plat of Brookland-Cayce High School prepared by Jumper Carter Sease Architects as amended 2017.
- Exhibit D** Architectural Renderings of the Stadium as provided by Jumper Carter Sease Architects dated September 14, 2012.
- Exhibit E** Internal Landscaping Plan for the Athletic Stadium provided by Jumper Carter Sease Architects as amended 2013.
- Exhibit F** Architectural Renderings of the Indoor Sports Arena as provided by Jumper Carter Sease Architects dated 2017
- Exhibit G** Internal Landscaping Plan for the Indoor Sports Arena provided by Jumper Carter Sease Architects dated 2017.

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This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the ____ day of _____, ~~2013~~ 2017 (the "Effective Date"), by and between Lexington County School District Two, a South Carolina public school district ("Property Owner"), and the City of Cayce, a political subdivision of the State of South Carolina (the "City"). The City and Property Owner are sometimes separately referred to in this Agreement as a "Party" or jointly referred to as the "Parties."

RECITALS

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables municipalities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

- II. Pursuant to the Act, the City conducted public hearings regarding its consideration of the original this Agreement on January ~~16~~, 2013, and on _____, February 5, 2013, and this amended agreement on November 7, 2017, after publishing and announcing notice, in accordance with the Act and the City's current development and zoning ordinances.

- III. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement, execute all necessary documents, and to act reasonably and expeditiously in all performances required under the Agreement.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. Legal Description of the Property: The property subject to this Agreement currently consists of approximately ~~twenty six and eighth tenths~~ twenty-nine and eight hundred ninety-seven thousandths (26.829.897) acres of highland. A legal description of the Property is set forth in Exhibit A. The parcel included in this legal description, along with any other parcel which is reasonably construed to be included in this DAD shall be the property subject to this Agreement. The boundary lines of this property are shown on ~~the Boundary Map in Exhibit A and on~~ the site analysis contained in Exhibit C. A background of the property is contained in Exhibit B. The Property Owner may notify the City from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the City Clerk provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10 et seq.

2. Duration of Agreement and Time for Development: In accord with S.C. Code Section 6-31-40, the term of this Agreement is not to exceed five years.

~~a.~~ The Property Owner projects that by the year 2014 (one year) the construction of the athletic stadium ("the Project") should be substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) in 2014. Once constructed, the right to use the property for its intended and designated use shall be vested. The intent of the Parties is that the stadium will be a multi-sport and multi-use athletic stadium as further described in Paragraph 8 on pages 7 and 8 of this Agreement. The City may extend time upon request and upon showing of good cause by the Property Owner, or by agreement of the parties.

~~2-b.~~ The property owner projects that by the year 2020 the construction of the indoor sports arena should be substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses). Once constructed, the right to use the property for its intended and designated use shall be vested. The intent of the Parties is that the arena will be a multi-sport and multi-use indoor sports arena as further described in Paragraph 8 of this agreement. The City may

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extend time upon request and upon showing of good cause by the Property Owner, or by agreement of the parties.

3. Parties. Parties to this Agreement are the Property Owner and the City. The legal and equitable owner of the property is Lexington County School District Two.

a. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes "state action" for any purposes.

b. Intent of the Parties. The City and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The City and the Property Owner are entering in to this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10 et seq.

4. Consistency with the City's Comprehensive Plan and development and zoning ordinances. This Agreement is consistent with the City's Comprehensive Plan adopted May 6, 2010 (amended October 6, 2015), and current development and zoning ordinances. Whenever express or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the current development and zoning ordinances, the standard set forth in the current development and zoning ordinances and the standard set forth in this Agreement shall, to the extent possible, be considered in *pari materia* to give effect to both the current development and zoning ordinances and *this Agreement*; provided, however, that in the event of a conflict, and subject to the provisions of Section 6-31-80, the standards set forth in this Agreement shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or current development and zoning ordinances is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to City Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

5. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this

Agreement only after allowing procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the City as referenced in Section 6-31-145.

6. Applicable Land Use Regulations.

(a) Applicable Laws and development and zoning ordinances. Except as otherwise provided by this Agreement or by Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement. The City shall not apply subsequently adopted Laws and development and zoning ordinances to the Development of the Real Property or the Project unless the City has held a public hearing and has determined: (1) the proposed, subsequent Laws or development and zoning ordinances are not in conflict with the Laws or development and zoning ordinances governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or development and zoning ordinances are essential to the public health, safety, or welfare and the proposed, subsequent Laws or development and zoning ordinances expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or development and zoning ordinances are specifically anticipated and provided for in this Agreement; (4) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the City which it, in Property Owner's sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Property Owner shall become part of the current development and zoning ordinances.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development and Use of the Real Property.

7. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, or should they be construed

in any way, to alter or amend in any way the rights, duties and privileges of the City to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that laws applicable to the Development of the Real Property shall be subject to Section 6(a).

8. Permitted Uses. The permitted uses in this zoning district shall include the following:

- a. A Comprehensive High School identified in the NAICS Manual as 6111, Secondary Schools. The following specific uses are permitted:
 - i. Instructional classrooms, laboratories, and vocational training;
 - ii. Media service facilities;
 - iii. Fine arts facilities;
 - iv. Food service operations;
 - v. Gymnasiums;
 - vi. Physical education facilities;
 - vii. Auditoriums;
 - viii. Indoor sports arena;
 - ~~viii~~ix. ROTC classrooms and drill areas;
 - ~~ix~~x. Athletic facilities and practice fields for sports such as soccer, basketball, football, band practice, baseball fields, softball fields, tennis courts, swimming; with field houses, ticket booths, concession stand sales and storage;
 - ~~x~~xi. Bus loading and unloading areas;
 - ~~xi~~xii. Student drop-off and pick up areas
 - ~~xii~~xiii. Administrative facilities;
 - ~~xiii~~xiv. Off-street parking for students and faculty;
 - ~~xiv~~xv. Any related uses customarily part of or incidental to the operation of a comprehensive high school;
 - ~~xv~~xvi. Any facilities as noted in section 1 above that exceed seating or holding capacity of two (2) times the projected enrollment of the school shall be deemed a "spectator sport" as designated in NAICS 7112 and appropriate safeguards shall be required such as additional parking, screening and safeguards to prevent encroachment onto adjacent properties not under the control of the school. Any use of a "spectator sport" facility shall relate to activities of high school students and shall not include professional entertainment or sporting activities.

b. Density and Seating Capacity. Building coverage shall not exceed 40 percent of the land area. Seating capacity of the largest assembly area shall not exceed 5000 people.

c. Building Development Standards. The criteria for development standards shall be in accordance with Section 6.10-3 and shall be as follows:

a. Applicable to Knox Abbott Drive: Walkways shall be provided between the building entrance and the sidewalk. No portion of the building constructed of unadorned masonry or metal siding shall front on or face Knox Abbott Drive. The colors of the structures shall be consistent with the character of development, and all service utility lines shall be placed underground.

d. Buffers, Fencing, Signage, and Landscaping.

a. Buffers: The required setback area (yard) shall be completely landscaped, in accord with the Guidelines contained in Article 10.

b. Fencing: The wall facing Knox Abbott Drive shall feature a brick work and black iron work gates, consistent with existing architecture and in accordance with the architectural renderings attached as Exhibit D, and shall serve as an entry and exit for emergency response vehicles and opposing athletic teams.

c. Signage: Signage shall be in accord with the requirements for signage in the C-3 District, except that advertising signs shall be limited to outfield fences and scoreboards, existing signs shall not be expanded in height, area or characteristics, and any signage, either fronting, facing or visible from adjacent Public Right-of-Way shall conform to the predominate signage criteria or zoning of the immediate adjacent and/or contiguous area.

e.d. Landscaping: All internal landscaping pertaining to the athletic stadium shall conform to the landscape plan attached as Exhibit E. All internal landscaping pertaining to the Indoor Sports Arena shall conform to the landscape plan attached as Exhibit G.

e. Building Intensities and Heights:

a. Fencing: The fencing shall conform to the fencing pattern shown on the architectural plans attached as Exhibit D. The fencing shall feature brick

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with iron work detail and shall be aesthetically consistent with the existing architecture.

b. Stadium: The stadium shall be constructed in a manner consistent with the existing architecture, not to exceed a height of forty five feet (45') on the property and in accordance with the architectural renderings attached as Exhibit D.

c. Lighting: On-site security and safety lighting will conform to the lighting plan which is part of the Site Development Plan. Fixtures will not be more than 25 feet in height. On-site lighting for athletic events will conform to the standards of the South Carolina High School League but will not exceed eighty feet in height. The stadium shall feature environmentally efficient lighting and light structures. The lighting will be "green" athletic field lighting which reduces light spillage by 50%. This type of lighting will provide innovative photometric improvements of the pole top luminary which will result in substantially more efficient light control. All lighting shall be shielded to direct the light internally and away from off-site properties.

d. Press Box: The press box shall conform to the architectural rendering attached as Exhibit D.

~~d.e.~~ Indoor Sports Arena- The indoor sports arena shall conform to the architectural rendering attached as Exhibit D.

f. Traffic Considerations: Pedestrian circulation shall conform to the pedestrian circulation pattern shown on the attached architectural plans. Vehicular circulation shall conform to the circulation pattern shown in the attached architectural plans. Speed bumps may be installed on internal driveways if deemed necessary to public safety by the owner. Upon completion of the plan, vehicular traffic shall not be permitted from the Knox Abbot Drive frontage, with the exception of the gates used for the entry and exit for opposing athletic teams and emergency vehicles. The City Department of Public Safety shall be granted keys and codes to all access points for public safety purposes.

g. Parking and Loading: Off-street parking and loading shall be as shown on the Master Site Plan which is the site analysis map attached to this Agreement as Exhibit C. The number of off-street parking spaces will be at least the number required by the Cayce Zoning Ordinance for Secondary Schools, i.e. (5) per classroom plus ten (10) administrative spaces. The standard would require 387 off-street spaces. With the completion of the Master Site Plan, the total off-street parking spaces will be 513. Overflow parking, when required by occasional special events, will be accommodated on

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the open spaces on the site such as outfields, practice areas, and other practical areas. These areas will accommodate an additional 452 spaces when necessary which will bring the total on-site/off-street parking spaces to 965 spaces. In accord with Section 6.6, Table 2, of the Zoning Ordinance, the total number of on-site/off-street parking spaces for special events shall be no less than 965 spaces. These spaces shall be as shown and defined on the attached Exhibit C.

Off-site parking while not included in the minimum spaces required by the Agreement, includes approximately 200 spaces south of Knox Abbott Drive that are customarily used for major events such as the functions held at the athletic stadium which has the largest seating capacity on the campus of 5000 people. Off-site parking that is obtained by license, permit or other written agreement may be utilized for any required parking.

h. Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs.

9. Public Facilities: All service utility lines shall be placed underground. All other public facilities shall be constructed in accordance with all applicable building codes, regulations, and public health and safety requirements.
10. Reservation or Dedication of Land for Public Use: Any reservation or dedication of the property for public purposes and any required or permitted environmental protection provision shall be determined by the parties. If necessary, an environmental impact study may be required.
11. Environmental Protection Provisions: The Property Owner agrees to construct and maintain the property and structures in accordance with all applicable Department of Health and Environment Control requirements.
12. Local Permits: The Property Owner will procure any necessary and required permits from the County of Lexington, City of Cayce, Department of Health and Environmental Control, OSF, and any other necessary governmental agencies. Failure to list and procure a permit does not relieve the Property Owner from complying with law.
13. Development: Development shall be consistent with the Master Site Plan, the City of Cayce's Comprehensive Plan adopted May 6, 2010 (amended October 6, 2015), and development and zoning ordinances. If at any time the proposed development is determined to not be in compliance with the above, no action can

be taken by Property Owner until such time as the Plan is amended by Planning Commission and City Council action.

14. Conditions for Public Health, Safety, and Welfare: All facilities shall be constructed to meet all applicable health, safety, and building codes regulating the public health, safety, and welfare.
15. Historic Preservation Provisions: All characteristics of the new facility shall be developed to be consistent with the existing architecture and all applicable existing historic preservation provisions to ensure the preservation and/or restoration of historic structures.
16. Administration of Agreement: The City of Cayce, South Carolina shall be responsible for the overall administration of this agreement.
17. Provision for Application of Anticipated New Laws: Property Owner and the City will continue to develop the DAD in anticipation for any new laws, and both agree to cooperate in the revision of the Agreement to accommodate all new laws and regulations.
18. Procedures for Periodic Review: The City Manager or the designee of the City Manager shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.
 - a. Notice of Breach: If, as a result of its periodic review or at any other time, the City finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.
 - b. Termination: If the Property Owner fails to cure any material breach within the time given, then the City unilaterally may terminate or modify this Agreement; provided, that the City has first given the Property Owner the opportunity: (1) to rebut the City's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the City with respect to the findings and determinations.
19. Procedures for Notice of Breach and Termination

- a. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.
- b. Severability. Subject to the Provisions of Section 6-31-150 if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- c. Merger: This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.
- d. Actions by Third Parties: In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.
- e. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.
- f. Remedies. Each Party recognizes that the other party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the City of Property Owner's Fifth Amendment rights. The City will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Property Owner, and further agrees that no limited partner, member or agent of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the

City's assets as to any rights it may have against the City under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the City, its City Council members, agencies, boards, or commissions.

- g. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with Lexington County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.
- h. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

20. City Approval of Agreement. The City Council must approve the Agreement under the process set forth in Section 6-31-50 of the Act.

21. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement, said document to be in recordable form and provided to the City at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This Agreement shall also be binding on the City and all future City Councils for the duration of this Agreement, even if the City Council members change.

22. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibit C attached

hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(d) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation contained herein.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(f) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City: Rebecca Vance, City Manager
1800 12th St. Ext
Cayce, SC 29033

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With copies to: City Council
1800 12th St. Ext
Cayce, SC 29033

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To the Property Owner:

With copy to:

(g) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

SIGNATURES

WITNESS AS TO BOARD:

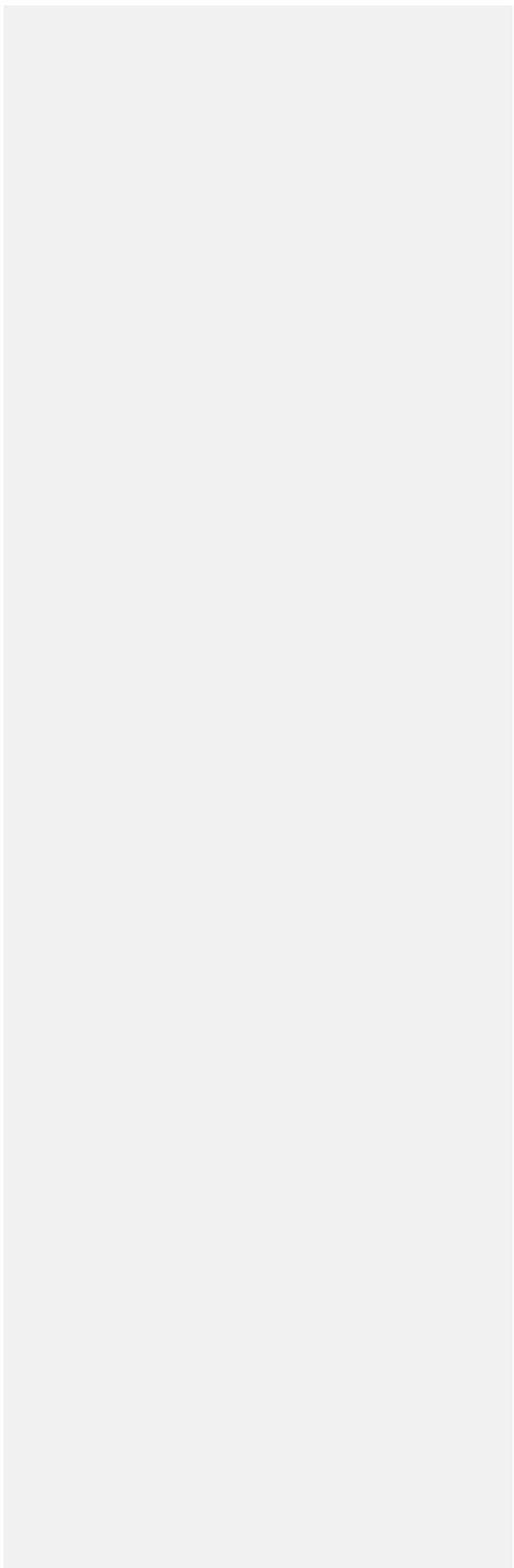
LEXINGTON COUNTY SCHOOL
DISTRICT TWO BOARD OF TRUSTEES

By: _____
William H. Bingham, Jr.
Chair

WITNESS AS TO COUNCIL:

CITY COUNCIL OF THE
CITY OF CAYCE

By: _____
Mayor



SUMMARY OF CHANGES- amended BCHS Development Agreement for Indoor Sports Arena

1. Page 1
 - Amended date changed to November 7, 2017
 - Prepared by language removed
2. Page 3
Exhibits
 - Exhibit A Boundary Map was not a part of the original development agreement. See Exhibit C for overall property layout.
 - Exhibit B amended to describe plans for indoor sports arena
 - Exhibit C a new overall site analysis plat reflecting the indoor sports arena replaces the previous Exhibit C
 - Exhibit E The landscape plan for the stadium was not part of the original agreement. This has already been installed per the plan
 - Exhibit F Indoor Sports Arena architectural renderings added
 - Exhibit G Indoor Sports Arena landscape plan added
3. Page 4
 - Amended to reflect date of most recent public hearing
4. Page 5
Legal Description of Property
 - Acreage amended to reflect land for indoor sports arena
 - Boundary map deleted because the original boundary map does not reflect the added acreageDuration and Time of Agreement
 - a. Language updated to reflect that the stadium has been built.
 - b. Language added to describe indoor sports arena expected completion date
5. Page 6
Consistency with the City's Comprehensive Plan and development and zoning ordinances
 - "development and" language added because of the land development regulations that were adopted in 2014
 - Date of amended comprehensive plan added
6. Page 8
8. Permitted Uses
 - Added vii. Indoor Sports Arena
7. Page 9
8. Permitted Uses d. Buffers, Fencing, Signage, and Landscaping d. Landscaping
 - Added language referencing the stadium landscape plan and indoor sports arena landscape plan
8. Page 10
8. Permitted Uses e. Building intensities and uses e. Indoor Sports Arena
 - Added to reference Exhibit F- indoor sports arena architectural renderings8. Permitted Uses f. Traffic considerations
 - Added an "s" to "gates" to reflect the additional emergency access lane to the west of the proposed indoor sports arena
9. Page 11
13. Development
 - Date of amended comprehensive plan added
10. Page 15-16
22. General Terms and Conditions (f) Notices
 - Added city manager's name and address
 - Added copies to City Council
11. Page 17
SIGNATURES
 - Name of Lexington County School District Two Board of Trustees Chair deleted

STATE OF SOUTH CAROLINA)	ORDINANCE 2017-14
)	Repealing the Temporary Moratorium on
COUNTY OF LEXINGTON)	Special Exceptions under Zoning
)	Ordinance Section 9.8 for Parking and
CITY OF CAYCE)	Storage of Campers, Recreational
)	Vehicles or Boats in Front or Side Yards
)	In Residential Districts

WHEREAS, the Council, by adoption of Ordinance 2017-06 on August 1, 2017, imposed a temporary moratorium on special exceptions under Zoning Ordinance Section 9.8 (“Storage and Use of Campers or Recreational Vehicles in Residential Zones”) that would allow campers, recreational vehicles or boats to be parked or stored in front yards in a residential district; and

WHEREAS, the Council subsequently obtained input on the related issues from residents and City staff and the City Planning Commission and further considered the issues raised by the special exceptions; and

WHEREAS, the Council, on October 3, 2017, gave first reading approval to Ordinance 2017-11 that, among other things, would authorize the parking and storage of campers, recreational vehicles and boats in rear or side yards in residential districts under certain conditions, and would delete the availability of a special exception as previously provided by Zoning Ordinance Section 9.8; and

WHEREAS, the Council is scheduled to give second reading to Ordinance 2017-11 on November 7, 2017, and adoption of that Ordinance by Council upon second reading approval will render unnecessary any continuation of the temporary moratorium,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Cayce, in Council, duly assembled, that Ordinance 2017-06, including the temporary moratorium imposed by its terms, is hereby repealed.

This Ordinance shall be effective from the date of second and final reading.

DONE IN MEETING DULY ASSEMBLED, this ____ day of _____, 2017.

Elise Partin, Mayor

ATTEST:

Mendy C. Corder, Municipal Clerk

First reading: _____

Second reading and adoption: _____

Approved as to form: _____
Danny C. Crowe, City Attorney

Cayce Museum Commission Meeting

September 6, 2017

Commission Members present: Archie Moore, Ann Diamond, A. G. Dantzler, Mary Sharpe, Cyndy Peake, Marion Hutson, Judy Corbitt and Dale Gaskins.

Also present: Leo Redmond, Museum Director and Kelly Kinard Museum Staff and Shaun Greenwood Assistant City Manager

Excused: Alice Brooks due to recent Surgery

- Commission Chairman Archie Moore called the meeting to order
- Commissioner Dantzler offered the invocation
- As the first order of Business Commissioner Moore informed the others that Alice Brooks will no longer be able to serve as the secretary to the commission due to recent health issues. Moore asked for a volunteer to assume the position, however no one wished to accept the task at this point.
- Director Leo Redmond reported on several ongoing projects including: the renovation of the antique fire truck which seems to be going well. Redmond also reported on some of the new programs that are being planned.
- Mr. Redmond also discussed the problem of water leaking in the basement of the Museum building. After some investigation and work, the problem appears to have been solved however this is not conclusive until we have some more heavy rain to see how well this works.
- In addition to the work done on the building, Mr. Redmond has also hired an Air Quality Inspection Service to determine if there are any air quality or mold concerns with the building.
- The 2017 Christmas Traditions Celebration was discussed and the decision was made to have a planning session on Wednesday, Oct. 6 at 6:00 PM to coordinate with the docents and make final plans for the event. Refreshments will be served. Mary Sharpe will be chair person for this event.
- At the end of the meeting Shaun Greenwood announced that this was his last time to meet with us because he has accepted a position as City Manager for the Town of Forest Acres.

There being no further business, the meeting was adjourned at 5:45 PM

Respectfully Submitted by
Archie Moore

CITY OF CAYCE
EVENTS COMMITTEE MEETING MINUTES
Council Chambers
September 14, 2017

Present: Dave Capps, Danny Creamer, Maxine Creamer, Brenda Cole, Frankie Newman, Cindy Pedersen, and Rachel Scurry

Absent, Excused: Brandon Young, Susanna Young

Absent, Unexcused: Calvin Bowen and Robert Myers

City Representatives Present: Mendy Corder, James Denny, and Katinia Taylor

Consultants: Sheila Starkey

Guest: Bruce Cotner

Chairperson Danny Creamer called the meeting to order.

The minutes of the August 10, 2017 meeting were reviewed and approved as written.

Congaree Bluegrass Festival

Sheila Starkey discussed social media promotions and proposals for the upcoming festival.

Katinia Taylor and Mendy Corder discussed the program with Committee Members. The submission deadline is September 27. Following discussion, the Committee decided on purchasing 500 programs for approximately \$780.

At this time, promised sponsorships total approximately \$4200 with around \$1875 received thus far.

The “Mash” sign is expected to be erected near the entrance to the speedway area. Cayce residents, military, and military families will not be charged an admission fee. The regular adult admission will be \$10. Each group will be issued a different ticket so that we can determine attendance by each group.

Mr. Denny will double-check the sprinkler valves to ensure that the sprinkler system will not operate during the weekend event.

The cruise-in is scheduled for Saturday only.

Mrs. Scurry suggested that a city fire truck and city police car be added to the children's area. Mr. Creamer may also be able to obtain a tractor for display.

Mr. Bruce Cotner with the Military Timeline Impressions discussed the military displays and the representation of 200 years of United States military history. His group will be on site for both Saturday and Sunday.

The Committee and volunteers will meet at the Speedway on Thursday, September 28 at 5:30 pm to review the lay-out for the event.

Christmas in Cayce

The Carols Subcommittee expects five returning groups to perform. The Subcommittee will meet in mid-October to finalize proposals that will be presented at the November meeting.

There being no further business, the meeting was adjourned.

Respectfully submitted,

Rachel R. Scurry



**APPROVED MINUTES
PLANNING COMMISSION
CAYCE CITY HALL
1800 12TH STREET, CAYCE SC
Monday, September 18, 2017
6:00 PM**

I. CALL TO ORDER

The meeting was called to order by Chair Ed Fuson. Members present were John Raley, Chris Jordan, Maudra Brown, Robert Power and Chris Kueny. Butch Broehm was absent excused. Staff present were Carroll Williamson, Shaun Greenwood, and Monique Ocean. Ms. Maudra Brown was welcomed as a new member of the Planning Commission.

II. APPROVAL OF MINUTES

Mr. Kueny made a motion to approve the minutes from the June 19, 2017, meeting. Mr. Raley seconded the motion. All were in favor.

III. NEW BUSINESS

1. Map Amendment No. PDD-2017-01

A request by the owner to make changes to the approved Brickworks Planned Development District at 190 Knox Abbott Drive, Knox Abbott Drive, Axtell Drive and Alexander Road. The property is further described as TMS 004648-03-027, -029, -031, -032, -033, and -034.

A. Opening Statement

Mr. Williamson came before the Commission to discuss the request for the revisions to the existing Brickworks Planned Unit Development. Mr. Williamson handed out a map and went over the parcel inventory to explain what was proposed for each parcel in the PDD. Mr. Williamson compared the existing approved PDD plan to the requested changes. Mr. Williamson stated the changes included: 1.) Following the C-2 zoning district regulations but permitting certain uses not normally allowed in the C-2 zoning district, such as pubs and furniture stores, 2.) Revising the landscape and bufferyard requirements to only be necessary in specified areas, 3.) Increasing height limitations, 4.) Changing the zoning requirements to reflect RG-2 (General Residential) which would permit apartments and condos, for some parcels, and 5.) Signage will reflect current C-3 regulations. Mr. Williamson read a statement regarding the City Attorney's concern that the proposed plan de-emphasizes potential residential uses in the development. After inquiry from the Commission about the amount of parking needed, Mr. Williamson explained that parking requirements will be in line with the type of use and square footage, as required in the Zoning Ordinance. Mr. Greenwood came before the Commission to explain that residential development requires less parking than commercial. Mr. Williamson explained that the PDD as a whole would be used to meet the mixed use requirement and not individual parcels. Mr. Charles Thompson came before the Commission, as the applicant, to explain that the proposed revisions are pared back from the original PDD and the revised plan further defines what can be done. In response to questions from the Commission, Mr. Williamson stated that, by State law, a PDD must contain mixed uses and Mr. Crowe is concerned this plan does not meet that requirement. Mr. Stewart Lee from Rogers Townsend Columbia came before the Commission to speak for the applicant. Mr. Lee stated he was the attorney working for the applicant and the proposed plan is MEANT to comply with the requirements for PDDs. Mr. Williamson provided a handout to explain to the Commission on how their vote for the PDD could be structured.

B. Public Testimony

No one was present to speak for or against the PDD amendment.

C. Adjourn Hearing

With no further discussion, Mr. Fuson closed the public hearing.

D. Motion

Mr. Kueny made a motion to accept Map Amendment Number PDD-2017-01. Mr. Raley seconded the motion. All were in favor.

2. Text Amendment No. 001-17

A request by the City to amend Article 6.9-1 Flood Damage Prevention Ordinance to comply with requirements recommended by the Federal Emergency Management Association (FEMA), including adoption of the new flood maps.

A. Opening Statement

Mr. Williamson came before the Commission to explain the requirements for the update of the Flood Hazard Prevention Ordinance. Mr. Williamson explained that all municipalities in the National Flood Insurance Program were required to adopt an updated ordinance within six months of the adoption of new flood maps. Mr. Williamson explained that the Richland County maps were approved and the maps included Cayce property in Richland County. He stated the Lexington County maps would be approved at a later date and the ordinance would be presented again to include the Lexington County maps.

B. Public Testimony

No one was present to speak for or against the text amendment.

C. Adjourn Hearing

With no further discussion, the hearing was adjourned.

D. Motion

Mr. Kueny made a motion to approve Text Amendment Number 001-17. Mr. Jordan seconded the motion. All were in favor.

3. Text Amendment No. 002-17

A request by the City to amend Article 2 Definitions to define carports and Section 5.6 Accessory Buildings and Uses to add requirements for accessory buildings in residential districts.

A. Opening Statement

Mr. Williamson came before the Commission to explain the proposed changes to the requirements for accessory buildings in residential districts. Mr. Williamson explained that ideas about the ordinance were presented to the Planning Commission and to City Council before the draft document was created. Mr. Williamson stated a definition has been added for carports to get rid of some confusion on the issue and he used graphics to indicate where accessory buildings are allowed. Mr. Williamson stated the amendment would lessen the need for variance requests regarding accessory structures going to the Zoning Board of Appeals. Mr. Williamson stated the amended ordinance matches the needs of the community.

B. Public Testimony

No one was present to speak for or against the text amendment.

C. Adjourn Hearing

With no further discussion, the public hearing was adjourned.

D. Motion

Mr. Raley made a motion to recommend Text Amendment No. 002-17 to Council for approval. Mr. Kueny seconded the motion. All were in favor.

4. Text Amendment No. 003-17

A request by the City to amend Section 9.8 Storage and Use of Campers or Recreational Vehicles in Residential Zones to permit storage of campers, recreational vehicles, and boats in side and rear yards.

A. Opening Statement

Mr. Williamson came before the Planning Commission to discuss the proposed changes to the requirements for boats, recreational vehicles, and campers in residential districts. Mr. Williamson explained that, with the amendment to the ordinance, these vehicles would be permitted in the side yard or the rear yard. Mr. Williamson stated that the option to request a special exception has been removed. Mr. Williamson stated that the amendment removes any ambiguity that may occur with the current requirements.

B. Public Testimony

No one from the public was present to speak for or against the text amendment.

C. Adjourn Hearing

With no further discussion, the hearing was adjourned.

D. Motion

Mr. Kueny made a motion to recommend Text Amendment No.003-17 to Council for approval. Ms. Brown seconded the motion. All were in favor.

IV. OTHER BUSINESS

1. The Planning Commission noted that Mr. Raley was approved by Council to serve another term on the Commission.
2. The Planning Commission was notified that Shaun Greenwood is leaving the City for employment with another municipality.

V. ADJOURNMENT

Mr. Raley made a motion to adjourn. Mr. Kueny seconded the motion. All were in favor.

**A quorum of Council may be present.
No discussion or action on the part of Council will be taken.**

All open positions will be advertised on the City's website and Facebook page.

COUNCIL ACTION REQUIRED

CAYCE HOUSING AUTHORITY – TWO (2) POSITIONS

The Cayce Housing Authority has two open positions. Mr. Andrew Landry has submitted a potential member application. A letter from Mr. Gilbert Walker, the Executive Director of the Columbia Housing Authority, recommending Mr. Landry's appointment is attached for Council's review.

EVENTS COMMITTEE – ONE (1) POSITION

There are currently three open positions on the Events Committee. Ms. Adaylia Stark contacted the Municipal Clerk in January 2017 stating that she would like to serve on the Events Committee. At that time there were not any openings. However she did start attending all meetings (as an interested resident) and even volunteered at the Congaree Bluegrass Festival. Her appointment application is attached for Council's review.

NO COUNCIL ACTION REQUIRED

The following positions have been postponed by Council until receipt of potential member applications.

ACCOMMODATIONS TAX COMMITTEE – ONE (1) POSITION

This position must be filled by someone from the hotel industry in Cayce.

BEAUTIFICATION FOUNDATION – ONE (1) POSITION

The Foundation has no recommendations at this time.

CAYCE HOUSING AUTHORITY – TWO (2) POSITIONS

There is currently two open positions on the Cayce Housing Authority.

CAYCE MUNICIPAL ELECTION COMMISSION – TWO (2) POSITIONS

There are currently two open positions on the Municipal Election Commission.

CONSOLIDATED BOARD OF APPEALS – TWO (2) POSITIONS

Members who serve on this Board must be either an Engineer, Contractor, Architect or Design Professional. There are no recommendations at this time.

EVENTS COMMITTEE – THREE (3) POSITIONS

There are currently three open positions on the Events Committee. Ms. Stark has attended numerous meetings and volunteered at the Congaree Bluegrass Festival. She has been waiting for a position to open on the Committee. There is also another resident who is interested in serving on the Committee and is attending the November 9, 2017 Events Committee meeting.

PUBLIC SAFETY FOUNDATION – THREE (3) POSITIONS

The Foundation has no recommendations at this time.



Housing Authority of the City of Cayce, South Carolina, 1917 Harden St., Columbia, SC 29204

October 18, 2017

The Honorable Elise Partin
City of Cayce, South Carolina
P.O. Box 2004
Cayce, South Carolina 29171

Dear Mayor Partin:

This letter is to recommend Mr. Ed Landry to fill the open Commissioner's seat on the Board for the Cayce Housing Authority. The seat has been open since Mrs. Janice Mixon resigned in August of this year. If approved, Mr. Landry would serve the remainder of Mrs. Mixon's term which ends in March of 2019; his application is also attached for your review.

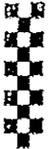
Mr. Landry attended our most recent meeting on October 17, 2017 to meet the Board and get an overview of how the Cayce Housing Authority operates. Mr. Landry is an active member of the community, a retired Army veteran and currently a realtor in the area. We believe Mr. Landry will be a valuable addition and we look forward to working with him if he is approved by Council.

Please feel free to contact me at 376-6103 if you need additional information regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Walker", with a long horizontal flourish extending to the right.

Gilbert Walker
Executive Director



cc: Housing Authority
3-2-17

**CITY OF CAYCE
POTENTIAL COMMITTEE MEMBER APPLICATION**



10/16 -
spoken to
Vap

Name: Edward G Landry

Home Address: Rossmore Avenue City, State, Zip Cayce, SC 29033

Telephone: 803 E-Mail Address: _____

Resident of Cayce: Yes No Number of Years 1

Please indicate the Committee(s) for which you are applying:

- Accommodations Tax Committee Beautification Board Event Committee
- Cayce Housing Authority Museum Commission Planning Commission
- Housing/Constr Board of Appeals Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? Yes No If yes, specify below.

Work Address

Company: U.S. Army Retired/ERA Wilder Position Realtor

Address: 1730 Main Street

City, State, Zip Columbia, SC 29033 Telephone: 803-765-0211

Fax: _____ E-Mail _____

Work Experience: 30 year Retired U.S. Army Recruiter/Military Police Officer

Currently real estate agent

Educational Background: Continued education at Trident University International

Membership Information (Professional, Neighborhood and/or Civic Organizations):

Masonic Lodge, VFW, American Legion

Volunteer Work: Homeward Bound Pet Rescue, Homes For Heroes

Hobbies: Artist

Return to:
Mendy Corder, Municipal Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-550-9557 * Fax: 803-796-9072

**CITY OF CAYCE
POTENTIAL COMMITTEE MEMBER APPLICATION**



Name: Adaylia D Stark

Home Address: [Redacted] Lucas St City, State, Zip Cayce, SC 29033

Telephone: (803) [Redacted] E-Mail Address [Redacted]

Resident of Cayce: Yes No Number of Years 2

Please indicate the Committee(s) for which you are applying:

- Accommodations Tax Committee Beautification Board Event Committee
 Cayce Housing Authority Museum Commission Planning Commission
 Housing/Constr Board of Appeals Board of Zoning Appeals

Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? Yes No If yes, specify below.

Work Address

Company: None Position Volunteer

Address: _____

City, State, Zip _____ Telephone: _____

Fax: _____ E-Mail _____

Work Experience: Quality control, office work, and secretarial work.

Educational Background: Pre-Health at Midlands Technical College

Membership Information (Professional, Neighborhood and/or Civic Organizations):

South Carolina Disability Employment Coalition: Employer Outreach Committee

Volunteer Work: Able South Carolina

Hobbies: Event planning, disability advocacy, outreach, volunteering, speaking engagements, and being a positive leader in the community.

Return to:
Mendy Corder, Municipal Clerk
City of Cayce, P.O. Box 2004, Cayce, SC 29171-2004
Telephone: 803-550-9557 • Fax: 803-796-9072